



Town Of Webster Massachusetts

Est. 1832

Office of the Board of Selectmen
350 Main Street
Webster, MA 01570

Andrew M. Jolda, Chairman
Randall V. Becker, Vice-Chairman
Mark G. Dowgiewicz, Secretary
Robert J. Miller, Selectman
Donald D. Bourque, Selectman

selectmen@webster-ma.gov
Phone: (508) 949-3800 X1041
Fax: (508) 949-3888

RECEIVED
2017 DEC -7 P 1051
TOWN CLERK'S OFFICE

BOARD OF SELECTMEN MEETING AGENDA

MONDAY, DECEMBER 11, 2017, 6:00 P.M.

WEBSTER TOWN HALL, BOARD OF SELECTMEN'S MEETING ROOM, 2ND FLOOR
350 MAIN STREET, WEBSTER, MA 01570

1. OPEN SESSION MEETING CALLED TO ORDER AT 6:00 P.M.

Pledge of Allegiance

2. ANNOUNCEMENTS

- Town Hall Will be Closed on Friday, December 22nd; Monday, December 25th; Friday, December 29th and Monday, January 1st

3. SCHEDULED APPOINTMENTS

- Presentation to Pfc. Joseph E. LaPlante for Recognition of Outstanding Military Service and Appointment as a Chevalier of the Legion of Honour by the Country of France
- Appointment of Patrolman Aaron DeSantis to the Webster Police Department
- Discussion with Recreation Director Carol Marchand on a Triathlon at Memorial Beach
- 6:00 PM – Public Hearing: BYOB Application for Thai Lemongrass MA, Inc. for Manager Daphone Sengvilay at Business Address 129 East Main Street, Webster, MA 01570
- 6:05 PM – Public Hearing: Alteration (Expansion) of Premises Application to the Alcoholic Beverages Control Commission on the All Alcohol/Restaurant License from Indian Ranch Recreation, Inc., 200 Gore Road, Webster, MA 01570
- Status Update from the Webster American with Disabilities Act Committee with Ann Marie Peperato, Chair
- Status Update from the Friends of the Chester C. Corbin Library with Tom Klebart, President
- Status Update on the Webster Fire Department with Chief Brian Hickey
- Webster Safety Committee Recommendations with Kenny Pizzetti, Highway Department

4. CONSENT ITEMS

- Approval of the Board of Selectmen's Open Session Meeting Minutes from October 30, 2017
- Approval of the Board of Selectmen's Open Session Meeting Minutes from November 13, 2017

5. TOWN ADMINISTRATOR'S REPORT

6. NEW BUSINESS

- Kick-Off of the Public Commentary Portion of the "Webster PowerUp Program" for Municipal Electricity Aggregation with Marlana Patton, Peregrine Energy Group
- Request from the Inspectional Services Department to Assess Demand Charge of \$25 for Submission of a Paper Application for a Building Permit, Electrical Permit, Gas Permit, Plumbing Permit, or Mechanical Permit
- Discussion on the Future of the Filmer School Administration Building, 41 East Main Street, Webster, MA 01570
- Review and Vote on the Renewal of Local Licensing Authority-Issued Licenses for Calendar Year 2018:

Annual All Alcohol - Restaurant	
Eastern Pearl, LLC, DBA Eastern Pearl	290 Main Street
Eighty Ates Group, Inc.	172 Gore Road
Empire Wok, Inc.	11 Worcester Road
Green Pepper, Inc., DBA Mexicali Fresh Mex Grill	41 Worcester Road
Indian Ranch Recreation, Inc.	200 Gore Road
Kinsley Hospitality, Inc., DBA Mohegan Bowl	51 Thompson Road
Kretschmann Brewing Company, LLC	9 Fredrick Street
Lake Pizza, Inc.	39 Thompson Road
Liberty Restaurant of Webster, Inc.	103 No. Main Street
Manlo, Inc., DBA Mario's Showplace, II	147 Thompson Road
Moussa Family Restaurant DBA The Lodge	146 Gore Road
Nimz 17, Inc., DBA Bubba's Café	593 So. Main Street
Peach Tree Breakfast and Lunch, LLC, DBA Northeast Pizza	29 Main Street
Point Breeze Pavilion, Inc.	114 Point Breeze Road
Swingin' Chicken Saloon, LLC	138 Lake Street
The Joslin House, Inc.	59 E. Main Street
Wind Tiki, Inc.	154 Thompson Road
Annual Wine & Malt - Restaurant	
Bridan Enterprises, LLC, DBA Cappillini's	141 Worcester Road
Artson Inc., DBA Golden Greek Restaurant	156 Lake Street
Lobster Nook, LLC	32 Main Street
Norbah, Inc., DBA My Brother's Place	144 Gore Road
Annual All Alcohol - Club	
200 Sportsmen's Club, Inc.	184 Sutton Road
Booster Athletic Club of Webster, Inc.	215 No. Main Street
Polish American Citizens Club, Inc., of Webster MA	37 Harris Street
Polish American Vets	30 Ray Street
The Kosciuszko Society, Inc., DBA Bush Hall	9 Dresser Street
TSKK	21 Harris Street
Webster Fish and Game	91 Gore Road
Webster-Dudley Post American Legion # 18, Inc.	9 Houghton Street

Annual All Alcohol - Package Store	
Chandu, Inc., DBA Country Farms	119 E. Main Street
Dallas Hill Corporation DBA Webster Wine & Liquors	57-59 Main Street
Heap's, Inc., DBA Hank's Package Store	94 E. Main Street
Jarosz Pkg Store, Inc., DBA Nipmuc Liquors	35 Thompson Road
Annual Wine & Malt - Package Store	
G & R Corp. DBA Jimmy's Convenience Store	415-431 So. Main Street
Mac's Auto Repair & Convenience Store	77 E. Main Street
MJF Enterprises, Inc., DBA Webster Gulf	137 E. Main Street
Price Chopper Operating Co. of Mass, Inc.	2 Worcester Road
Siozopoulos Vasilios DBA Mini Mart	56 Main Street
Amusement	
200 Sportsmen's Club, Inc.	184 Sutton Road
Booster Athletic Club of Webster, Inc.	215 No. Main Street
Bridan Enterprises, LLC, DBA Cappillini's	141 Worcester Road
Eighty Ates Group, Inc.	172 Gore Road
Indian Ranch Recreation, Inc.	200 Gore Road
Kinsley Hospitality, Inc., DBA Mohegan Bowl	51 Thompson Road
Kretschmann Brewing Company, LLC	9 Fredrick Street
Liberty Restaurant of Webster, Inc.	103 No. Main Street
Lobster Nook, LLC	32 Main Street
Manlo, Inc., DBA Mario's Showplace, II	147 Thompson Road
Moussa Family Restaurant DBA The Lodge	146 Gore Road
Norbah, Inc., DBA My Brother's Place	144 Gore Road
Point Breeze Pavilion, Inc.	114 Point Breeze Road
Polish American Citizens Club, Inc., of Webster MA	37 Harris Street
Polish American Vets	30 Ray Street
Swingin' Chicken Saloon, LLC	138 Lake Street
The Kosciuszko Society, Inc., DBA Bush Hall	9 Dresser Street
TSKK	21 Harris Street
Webster Fish and Game	91 Gore Road
Webster-Dudley Post American Legion # 18, Inc.	9 Houghton Street
Sunday Entertainment	
200 Sportsmen's Club, Inc.	184 Sutton Road
Eighty Ates Group, Inc.	172 Gore Road
Indian Ranch Recreation, Inc.	200 Gore Road
Manlo, Inc., DBA Mario's Showplace, II	147 Thompson Road
Moussa Family Restaurant DBA The Lodge	146 Gore Road
Common Victualler	
Apollo Pizza	170 Gore Road
200 Sportsmen's Club, Inc.	184 Sutton Road
7-11	95 Main Street
Artson Inc., DBA Golden Greek Restaurant	156 Lake Street
Booklover's	55 E. Main Street

Booster Athletic Club of Webster, Inc.	215 No. Main Street
Bridan Enterprises, LLC, DBA Cappillini's	141 Worcester Road
Burger King	120 E. Main Street
Cakettes	294 Thompson Road
Coney Express	119 Main Street
D'Angelo's	120 E. Main Street
Deb's Place	4 E. Main Street
Delray Doc's	31 Thompson Road
Domino's	55A Lake Street
Drake Petroleum Co., Inc., DBA Xtra Mart	72 E. Main Street
Dunkin Donuts - 128 Main Street	128 Main Street
Dunkin Donuts - 137 E. Main Street (Gulf)	137 E. Main Street
Dunkin Donuts - 144 Thompson Road	144 Thompson Road
Dunkin Donuts - 83 E. Main Street	83 E. Main Street
Dunkin Dounuts - 170 Thompson Road	170 Thompson Road
East Main Café	129 E. Main Street
Eastern Pearl, LLC, DBA Eastern Pearl	290 Main Street
Eighty Ates Group, Inc.	172 Gore Road
Empire Wok, Inc.	11 Worcester Road
Friendly's	133 E. Main Street
Gilbert Market	95 N. Main Street
Green Pepper, Inc., DBA Mexicali Fresh Mex Grill	41 Worcester Road
Harrington Healthcare System, Inc.	340 Thompson Road
Himalaya Wok	68 E. Main Street
Honey Dew Donuts	113 E. Main Street
Honey Farms	188 Gore Road
House of Deals	661 South Main Street
Indian Ranch Recreation, Inc.	200 Gore Road
Kinsley Hospitality, Inc., DBA Mohegan Bowl	51 Thompson Road
Lake Pizza, Inc.	39 Thompson Road
Liberty Restaurant of Webster, Inc.	103 No. Main Street
Lobster Nook, LLC	32 Main Street
Mac's Auto Repair & Convenience Store	77 E. Main Street
Main Street Chinese	44 E. Main Street
Manlo, Inc., DBA Mario's Showplace, II	147 Thompson Road
McDonalds	248 Main Street
MidTown Deli	248 Main Street
Moussa Family Restaurant DBA The Lodge	146 Gore Road
Nimz 17, Inc., DBA Bubba's Café	593 So. Main Street
Norbah, Inc., DBA My Brother's Place	144 Gore Road
Panera Bread	2 Worcester Road
Papa Gino's	120 E. Main Street
Peach Tree Breakfast and Lunch, LLC, DBA Northeast Pizza	29 Main Street
Point Breeze Pavilion, Inc.	114 Point Breeze Road
Polish American Citizens Club, Inc., of Webster MA	37 Harris Street
Polish American Vets	30 Ray Street
Price Chopper Operating Co. of Mass, Inc.	2 Worcester Road
Rainbow Pizza	81-85 Main Street
Subway - Gore Road	188 Gore Road
Subway - Main Street	268-270 Main Street

Swingin' Chicken Saloon, LLC	138 Lake Street
Taco Bell	71 E. Main Street
Thai Lemongrass MA, LLC	129 E. Main Street
The Joslin House, Inc.	59 E. Main Street
The Kosciuszko Society, Inc., DBA Bush Hall	9 Dresser Street
TSKK	21 Harris Street
Waterfront Mary's	103 Birch Island Road
Webster Finecamp	92 Douglas Road
Webster Fish and Game	91 Gore Road
Webster House of Pizza	11 E. Main Street
Webster-Dudley Post American Legion # 18, Inc.	9 Houghton Street
Wendy's	123 E. Main Street
Wind Tiki, Inc.	154 Thompson Road
Class I - New Automobile Dealer's License	
Place Motors	19 Thompson Road
Barry Equipment Co., Inc.	30 Birch Island Road
Long Subaru	7 Sutton Road
Class II - Used Automobile Dealer's License	
Anything Automotive	8 E. Main Street
Almac Motors, Ron McCann	173 Thompson Road
Brook Street Auto Body, J. Piskala	42 Brook Street
Car & Truck Wholes, Francis E. Mello & Francis Mello Jr.	181 Thompson Road
Car and Truck Sales and Services	181 Thompson Road
Classic Motor Car Co., C. Pastorek	14 Railroad Avenue
Frank's Auto Body, F. Czechowski	33 School Street
G & R Corporation DBA Jimmy's Auto Sales	415-431 So. Main Street
Gama Gas, M. Fares	65 E. Main Street
Harbro Sales & Service, P. Hare	103 Worcester Road
Hill Street Auto Sales, W. Mroczka	31 Hill Street
Hisham Zaky DBA M & M Auto Sales	49 Hartley Street
Jeff's Auto Sales	7 Lincoln Street
JK Auto Sales & Service, LLC.	63 E. Main Street
Limited Industries, Inc., DBA DRH Sales	4 Town Forest Road
R.J. Auto Sales	256 Thompson Road
Re-Volv, Nicholas Gregory Berstein	53 Cudworth Road
Route 193 Auto Sales, Inc., Lee Automotive	27 Worcester Road
Service Auto Sales, D. Roy	469 R. So. Main Street
Siby's Auto Sales & Services	7 Railroad Avenue
The Pawnbroker, C. Longvall	155 Thompson Road
Tri-Luk, LLC	8A Wakefield Street
Twisted Piston	137 Gore Road
Webster Getty, Precision Tune Auto Care	88 E. Main Street
Class III - Automobile Junk License	
LKQ Route16 Auto Salvage	4 Old Douglas Road
Almac Motors, R. McCann	173 Thompson Road
NE Parts & Services	7 Sutton Road

Sale of Gold	
Custom Jewelers, Varo Azizin	129 E. Main Street
Pawnbrokers License	
The Pawnbroker, C. Longvall	155 Thompson Road

7. ADJOURN

Next Meeting Date:

Town of Webster Board of Selectmen Meeting

Monday, December 18, 2018, 6:00 p.m.

Webster Town Hall, Board of Selectmen's Meeting Room, Second Floor

350 Main Street, Webster, MA 01570

Questions? Please call Jenn: (508) 949-3800 x1041 or e-mail selectmen@webster-ma.gov

PROCLAMATION

Honoring the Chevalier of the Legion of Honour Recipient

Pfc. Joseph E. LaPlante

WHEREAS, the Town of Webster is a community who honors all veterans, active military members, and public safety personnel whose mission is to protect the well-being and freedom of others; and

WHEREAS, Pfc. Joseph E. LaPlante was born on December 18, 1923, in North Oxford, MA, and enlisted in the U.S. Army on March 22, 1943, while a resident in Webster, MA; and

WHEREAS, Pfc. LaPlante served with the 57th Chemical Maintenance Company, serving as a truck driver in chemical warfare, working directly with chemical mortars; and

WHEREAS, Pfc. LaPlante served our country during World War II and fought in two main campaigns during the liberation of France – Normandy and Northern France; and

WHEREAS, Pfc. LaPlante returned to Webster, MA, after being discharged from the U.S. Army on October 19, 1945, and continued to serve his community by actively volunteering with other veterans, creating the Webster Court of Honor Monument as a tribute to local veterans, and hosting an annual reception for the Band of Brothers, a local veterans group; and

WHEREAS, on November 27, 2017, Consul General Valéry of France arrived in Boston to bestow the highest honor France can award a U.S. Veteran: appointment as a Chevalier of the Legion of Honour; and

WHEREAS, this is awarded as a symbol of gratitude for those who risked their lives and played a decisive role in the liberation of France; and

WHEREAS, Pfc. LaPlante has received other prestigious awards including the Purple Heart, the Bronze Service Star, the Good Conduct Medal, the National Defense Service Medal, and the European- African-Middle Eastern Campaign Ribbon while serving our country;

NOW, THEREFORE, BE IT RESOLVED that we, the Town of Webster Board of Selectmen, do join with the citizens and employees of the Town of Webster, to hereby honor Pfc. Joseph E. LaPlante, a veteran of the U.S. Army, and a long-standing citizen of our Town, for his selfless devotion to our country and the country of France. We congratulate you in being recognized with the prestigious appointment by the country of France as a Chevalier of the Legion of Honour. Your community is very proud of you and we thank you for your service.

We Do Proclaim This on the Eleventh Day of December in the Year Two Thousand and Seventeen

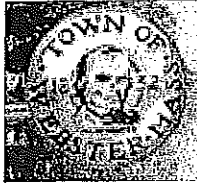
Andrew M. Jolda, Chairman

Robert J. Miller, Selectman

Randall V. Becker, Vice Chairman

Donald D. Bourque, Selectman

Mark G. Dowgiewicz, Secretary



Town Of Webster Massachusetts

Est. 1832

Office of the Board of Selectmen
350 Main Street
Webster, MA 01570

Andrew M. Jolda, Chairman
Randall V. Becker, Vice-Chairman
Mark G. Dowgiewicz, Secretary
Robert J. Miller, Selectman
Donald D. Bourque, Selectman

selectmen@webster-ma.gov
Phone: (508) 949-3800 X1041
Fax: (508) 949-3888

PUBLIC HEARING

TOWN OF WEBSTER BOARD OF SELECTMEN

MONDAY, DECEMBER 11, 2017, 6:00 PM

WEBSTER TOWN HALL, BOARD OF SELECTMEN'S MEETING ROOM, 2ND FLOOR

350 MAIN STREET, WEBSTER, MA 01570

APPLICATION FOR BRING YOUR OWN BOTTLE (BYOB) PERMIT

Thai Lemongrass MA, Inc.

Manager: Daphone Sengvilay

129 East Main Street, Webster, MA 01570

The Webster Board of Selectmen will hold a public hearing on Monday, December 11, 2017, at 6:00 p.m., at the Webster Town Hall, Board of Selectmen's Meeting Room, 2nd Floor, 350 Main Street, Webster, MA 01570, to consider an application from Thai Lemongrass MA, Inc., to hold a Bring Your Own Bottle (BYOB) Permit at their restaurant located at 129 East Main Street, Webster, MA 01570. All interested parties are invited to attend. If you have any questions prior to the public hearing, please call the Webster Board of Selectmen's Office at (508) 949-3800 x1041.



Town Of Webster Massachusetts

Est. 1832

Office of the Board of Selectmen

350 Main Street

Webster, MA 01570

Ph: 508-949-3800 x1041

Donald D. Bourque, Chairman

Mark G. Dowgiewicz, Vice-Chairman

Andrew M. Jolda, Secretary

William A. Starzec

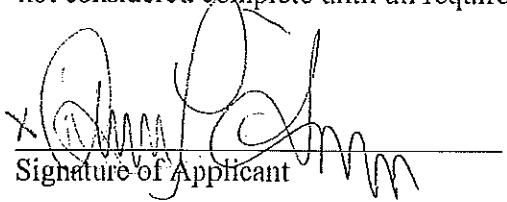
Randall V. Becker

NECESSARY DOCUMENTS TO PROCESS A BYOB (BRING YOUR OWN BOTTLE) PERMIT/RENEWAL APPLICATION

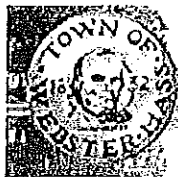
IMPORTANT: Please place a check mark next to all of the documents that are included in the application package to ensure that the application is complete.

- ☐ BYOB (Bring Your Own Bottle) Permit Application
- ☐ Personal Information Form
Appointed Manager; and
if a corporation – all directors and manager must complete a form.
if a partnership – each partner must complete a form.
if an individual – the individual must complete a form.
- ☐ CORI Form
Appointed Manager; and
if a corporation – all directors and manager must complete a form.
if a partnership – each partner must complete a form.
if an individual – the individual must complete a form.
- ☐ Business Certificate
- ☐ Articles of Organization (if a Corporation or LLC) as filed with the Massachusetts Secretary of State.
- ☐ \$100 check or money order made payable to the Town of Webster to cover the cost of the public hearing advertisement and abutter notification.
- ☐ \$200 check or money order made payable to the Town of Webster for the annual permit fee.

I understand that the Board of Selectmen will not accept an incomplete application and that the application is not considered complete until all required documents are included with this cover sheet.


Signature of Applicant


Date



Town Of Webster Massachusetts

Est. 1832

Office of the Board of Selectmen
350 Main Street
Webster, MA 01570

Ph: 508-949-3800 x1041

Donald D. Bourque, Chairman
Mark G. Dowgiewicz, Vice-Chairman
Andrew M. Jolda, Secretary
William A. Starzec
Randall V. Becker

BYOB (Bring Your Own Bottle) Permit Application

Every question must be answered with complete and accurate information. False statements may result in the rejection of your application or the subsequent revocation of your permit, if issued. Please print or type clearly.

Thai Lemongrass MA, INC.
Legal Name (Please circle: Corporation LLC Individual)

Business Name d/b/a (if different)

Daphne Sengvilay
Appointed Manager of Record

129 EAST MAIN STREET
Address of Permitted Premises

508-461-5388 860-942-1298
Business Phone Cell Phone

lalaphetsengvilay@gmail.com
Email Website

Daphne Sengvilay, 860-942-1298
Contact Person: Name, Phone Number, Email

If a Corporation or LLC, list all individuals involved. Name, address and phone number:

Daphne Sengvilay, 188 Putnam Ave, Danville CT
860-942-1298 06241

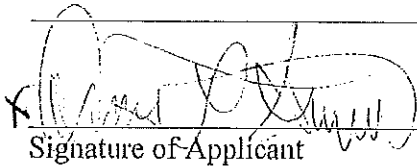
Does the applicant have any existing interest in other licenses to sell alcoholic beverages?
YES ☐ NO ☒ If yes, please list license type, name of entity and address:

Has the applicant ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages which is not presently held?

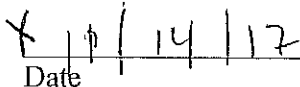
YES ☐ NO ☒ If yes, please list license type, name of entity, address and reason for termination:

Has the applicant ever had a license to sell alcoholic beverages suspended, revoked or cancelled?

YES ☐ NO ☒ If yes, please list date, license type and reason:



Signature of Applicant



Date



Town Of Webster Massachusetts

Est. 1832

Office of the Board of Selectmen

350 Main Street

Webster, MA 01570

Ph: 508-949-3800 x1041

Donald D. Bourque, Chairman

Mark G. Dowgiewiez, Vice-Chairman

Andrew M. Jolda, Secretary

William A. Starzec

Randall V. Becker

Personal Information Form

Must be completed by the applicant, as well as the appointed manager and each individual of the Corporation, Partnership or LLC. Every question must be answered with complete and accurate information. Please print or type clearly.

Name Daphne Sengulay

Address 188 Putnam Pike, Dayville CT 06241

Phone Number 860-942-1298 Email lalaphetsengulay@gmail.com

Number of hours per week you will spend on the permitted premises? 72

Have you ever been convicted of a state, federal or military crime?

YES ___ NO ☒ If yes, please describe:

Do you now, or have you ever, held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages?

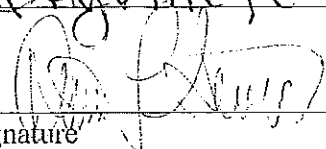
YES ___ NO ☒ If yes, please describe:

Have you ever been the Manager of Record on a license to sell alcoholic beverages that has been suspended, revoked or cancelled?

YES ___ NO ☒ If yes, please describe:

Please list your employment for the past ten (10) years – include dates, position held, employer address and telephone number:

- ① AUG 2005 - 2013 Thai Basil LLC 187 North St
Danielson, CT 06239 Manager
- ② AUG 2009 - MARCH 2015 Rydman ~~Plastic~~ Plastics, Inc
Dayville, CT 06241 860-779-1559

X  Signature

X 11/14/17 Date

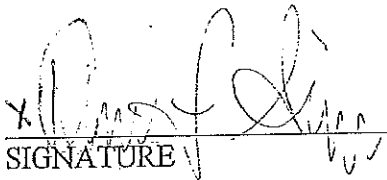
**CRIMINAL OFFENDER RECORD INFORMATION (CORI)
ACKNOWLEDGEMENT FORM**

The Town of Webster is registered under the provisions of M.G.L. c. 6, § 172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licensees, and applicants for the rental or lease of housing.

As a prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS. I hereby acknowledge and provide permission to the Town of Webster to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing the Town of Webster with written notice of my intent to withdraw consent to a CORI check.

FOR EMPLOYMENT, VOLUNTEER, AND LICENSING PURPOSES ONLY: The Town of Webster may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that the Town of Webster must first provide me with written notice of this check.

By signing below, I provide my consent to a CORI check and acknowledge that the information provided on Page 2 of this Acknowledgement Form is true and accurate.

X 
SIGNATURE

X 11/14/17
DATE

SUBJECT INFORMATION:

Sengvilay Daphone L.
Last Name First Name Middle Name Suffix

Chanhsy
Maiden Name (or other name(s) by which you have been known)

1-3-72 PARSAY, LAOS
Date of Birth Place of Birth

Last Six Digits of Your Social Security Number (Required): 88 - 2139

Sex: F Height: 5 ft. 0 in. Eye Color: BK Race: Asian

Driver's License or ID Number: 136782028 State of Issue: CT

Vanbtha Chanhsy Thou Chanhsy
Mother's Full Maiden Name Father's Full Name

Current and Former Addresses:

188 Putnam Ave Dayville CT 06241
Street Number & Name City/Town State Zip

438 Waverigan Rd Danielson CT 06239
Street Number & Name City/Town State Zip

The above information was verified by reviewing the following form(s) of government issued identification:

VERIFIED BY: X Phetsamone Sengvilay
Name of Verifying Employee (Please Print)

X [Signature]
Signature of Verifying Employee

 **DEPARTMENT OF THE TREASURY**
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 05-27-2016

Employer Identification Number:
81-2773572

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

THAI LEMONGRASS MA INC
188 PUTNAM PIKE
DAYVILLE, CT 06241

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-2773572. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 940
Form 944
Form 1120

01/31/2017
01/31/2017
03/15/2017

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

68/17

The Commonwealth of Massachusetts

NOVEMBER 13, 2017

In conformity with the provisions of Chapter one hundred and ten, section five of the General Laws, as amended, the undersigned hereby declare(s) that a business under the title

of (name of the business) Thay Lemon Grass MA, Inc.
is conducted at (address of business) 129 EAST MAIN ST WEBSTER, MA.
860-942-1298
contact information (phone #, email address, etc.) lalaphetsengvilay@gmail.com
Certificate number 68/17

by the following named persons
full name

Daphane Sengvilay

residence

188 Putnam Pike
Dayville, CT 06241

signed

(signature)

[Signature]

(signature)

(signature)

(signature)

The Commonwealth of Massachusetts

WORCESTER ss.

NOVEMBER 13, 2017

Personally appeared before me the above-named
DAPHANE SENGVIKAY
and made oath that the foregoing statement is true.

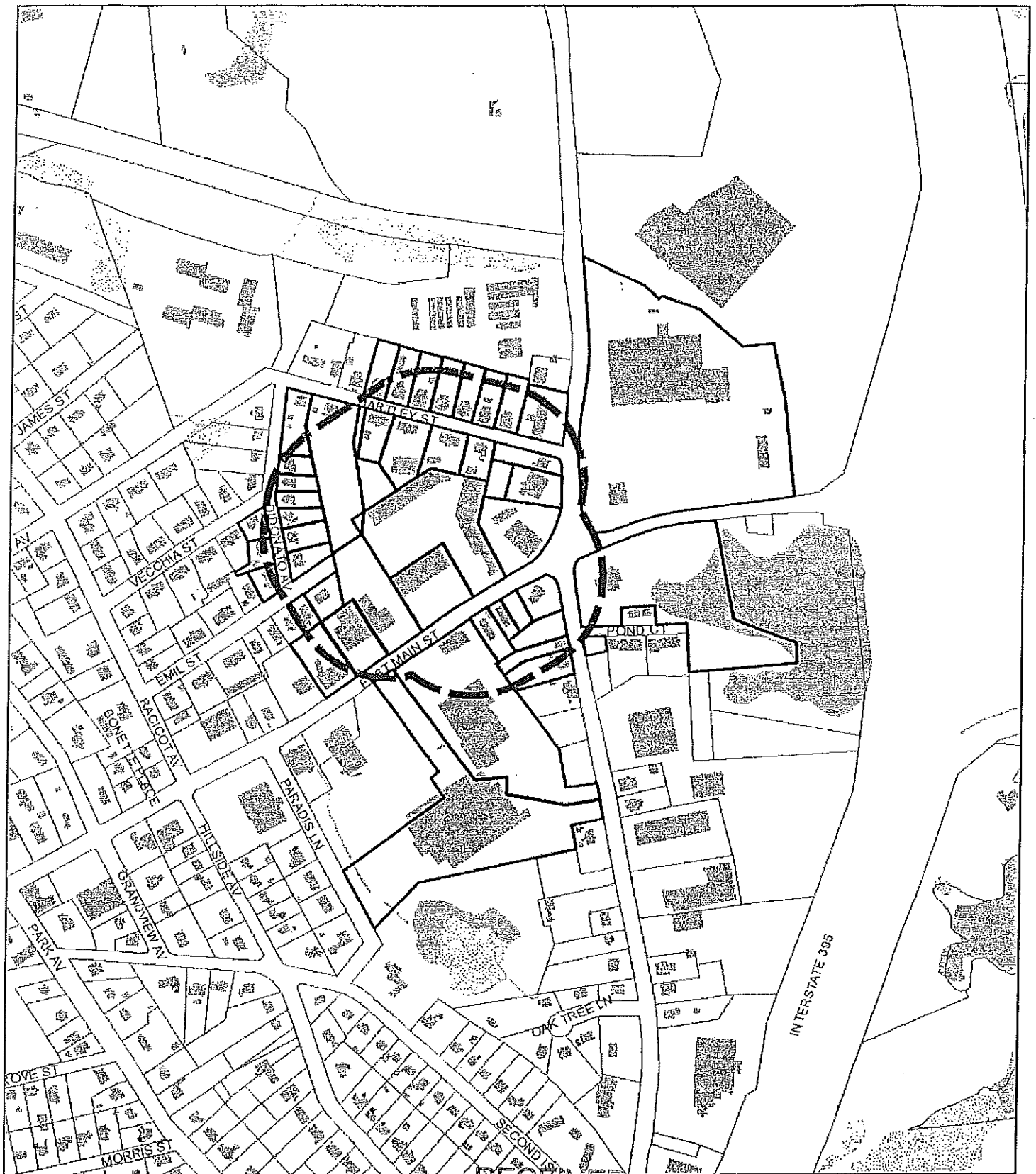
A certificate issued in accordance with this section shall be in force and effect for four years from the date of issue and shall be renewed each four years thereafter so long as business shall be conducted and shall lapse and be void unless so renewed.

Expiration Date NOVEMBER 13, 2021

Robert T. Craver
WEBSTER TOWN CLERK
title

A TRUE COPY ATTEST:

Robert T. Craver
TOWN CLERK



The information depicted on this map is for planning purposes only. It is not adequate for legal boundary definition, regulatory interpretation, or parcel-level analyses.

RECEIVED
map of webster
 NOV 20 2017
 CERTIFIED COPY
 WEBSTER ASSESSORS

11/20/2017 11:59:18 AM



1:4836
 1"=403'



25_E_7_0
NEW ENGLAND REALTY
VENTURES, LLC
218 MAIN ST.
WEBSTER, MA. 01570

24_F_15_0
123 EAST MAIN STREET LLC
PO BOX 815
WEBSTER, MA 01570

24_F_14_0
NMR CORP
77 EAST MAIN ST
WEBSTER, MA 01570

24_F_34_0
KATORI KEVIN C
TRUSTEE
247 LINCOLN ST
BLACKSTONE, MA 01504

24_E_11_0
LENKY STANLEY J
PO BOX 157
WEBSTER, MA 01570

24_E_14_0
ROBINSON JAMES J
26-28 HARTLEY ST
WEBSTER, MA 01570

24_F_17_0
HEALY HOLDINGS LLC
PO BOX 815
WEBSTER, MA 01570

24_F_35_0
NORTH TRUST
13 DIDONATO AVE
WEBSTER, MA 01570

24_H_6_0
REED, JOSEPH
18 VECCHIA ST
WEBSTER, MA 01570

24_F_9_0
YING DONG YEOU
11 WORCESTER RD
WEBSTER, MA 01570

25_E_6_0
NEW ENGLAND REALTY
VENTURES, LLC
218 MAIN ST.
WEBSTER, MA. 01570

24_F_32_0
GATZKE PLAZA LLC
121 EAST MAIN ST
WEBSTER, MA 01570

24_F_33_0
PEAVEY THOMAS J
19 DIDONATO AVE
WEBSTER, MA 01570

24_E_7_0
COMMERCE BANK & TRUST
386 MAIN ST
WORCESTER, MA 01608

24_E_12_0
YOUNG RONALD J JR
47 PINE RD
CHARLTON, MA 01507

24_E_15_0
ST. HILAIRE, NICOLE
17 SMITH RD.
CHARLTON, MA. 01507

24_F_16_0
GATZKE PLAZA LLC
121 EAST MAIN ST
WEBSTER, MA 01570

24_F_36_0
ZAYAS FABIAN
11 DIDONATO AVE
WEBSTER, MA 01570

24_F_11-12_0
PMG
2359 RESEARCH CT.
WOODBIDGE, VA. 22192

24_F_10_0
YING DONG YEOU
11 WORCESTER RD
WEBSTER, MA 01570

25_E_10_0
NEW ENGLAND REALTY
VENTURES, LLC
218 MAIN ST.
WEBSTER, MA. 01570

24_H_8_0
PEREZ NANCY
20 DIDONATO AVE
WEBSTER, MA 01570

24_H_7_0
AVLAS GEORGE
18 DIDONATO AVE
WEBSTER, MA 01570

24_E_10_0
WHITEHEAD GEORGE
971 PROVIDENCE RD
WHITINSVILLE, MA 01588

24_E_13_0
GASPARIK ARLENE F
19 LAKESIDE AVE
WEBSTER, MA 01570

24_E_16_0
YOUNG KATHLEEN
47 PINE ROAD
CHARLTON, MA 01507

24_F_31_0
TADROS SAMIR H
18 EMIL ST
WEBSTER, MA 01570

24_F_37_0
ST JACQUES FRANCIS SR
9 DIDONATO AVE
WEBSTER, MA 01570

24_F_13_0
HEALY NANCY TRUSTEE
PO BOX 815
WEBSTER, MA 01570

24_F_8_0
YING DONG YEOU
15 WORCESTER RD
WEBSTER, MA 01570

RECEIVED

NOV 20 2017

WEBSTER ASSESSORS

CERTIFIED COPY

March Beck

24_F_7_0
BELCHER LOUCHLIN D
7 HARTLEY ST
WEBSTER, MA 01570

24_F_6_0
KUSZEWSKI NEAL R
23 FLAXFIELD RD
DUDLEY, MA 01571

24_F_5_0
HARTLEY GROUP LLC
11 HARTLEY ST
WEBSTER, MA 01570

24_F_4_0
SOGHOMONIAN LUCILLE A
67 NORTH QUINSIGNMOND
SHREWSBURY, MA 01545

~~24_F_3_0
SOGHOMONIAN LUCILLE A
67 NORTH QUINSIGNMOND
SHREWSBURY, MA 01545~~

24_F_2_0
HALLORAN JAMES R
43 HARTLEY ST
WEBSTER, MA 01570

24_F_1_0
ZAKY HISHA M
49 HARTLEY ST
WEBSTER, MA 01570

~~24-F-2-0
HALLORAN JAMES R
43 HARTLEY ST
WEBSTER, MA 01570~~

24_F_38_0
CHAMPAGNE HATSUKO
LINDA/ LE
7 DIDONATO AVE
WEBSTER, MA 01570

77_A_19_0
HOMETOWN BANK
31 SUTTON AVE
OXFORD, MA 01540

25_E_5_0
CEDAR-WEBSTER LLC
44 SOUTH BAYLES AVE
PORT WASHINGTON, NY 11050

25_E_11_0
MAC'S SHELL SERVICE INC
77 EAST MAIN ST
WEBSTER, MA 01570

25_E_12_0
MCKAY CHRISTINE L
29 BAY VIEW RD
WEBSTER, MA 01570

~~25_E_4_0
CEDAR-WEBSTER LLC
44 SOUTH BAYLES AVE
PORT WASHINGTON, NY 11050~~

~~25_E_9_0
NEW ENGLAND REALTY
VENTURES, LLC
218 MAIN ST.
WEBSTER, MA . 01570~~

~~25_E_8_0
NEW ENGLAND REALTY
VENTURES, LLC
218 MAIN ST.
WEBSTER, MA . 01570~~

77_A_15_0
PLACE MOTOR INC
19 THOMPSON RD
WEBSTER, MA 01570

~~78_A_10_0
EAST VILLAGE SQUARE LLC
826 SOUTHBRIDGE ST
AUBURN, MA 01501~~

RECEIVED

NOV 20 2017

WEBSTER ASSESSORS

Manuel Becker
CERTIFIED COPY

New England Realty Ventures LLC
218 Main Street
Webster, MA 01570

Gatzke Plaza LLC
121 East Main Street
Webster, MA 01570

Nancy Perez
20 Didonato Ave.
Webster, MA 01570

NMR Corp.
77 East Main St.
Webster, MA 01570

Thomas J Peavey
19 Didonato Ave.
Webster, MA 01570

George Avlas
18 Didonato Ave.
Webster, MA 01570

Kevin C Katori Trustee
247 Lincoln Street
Blackstone, MA 01504

Commerce Bank & Trust
386 Main St.
Worcester, MA 01608

George Whitehead
971 Providence Rd.
Whitinsville, MA 01588

Stanley J Lenky
PO Box 157
Webster, MA 01570

Ronald Young Jr.
47 Pine Road
Charlton, MA 01507

Arlene Gasparik
19 Lakeside Ave.
Webster, MA 01570

James Robinson
26-28 Hartley St.
Webster, MA 01570

Nicole St. Hilaire
17 Smith Rd.
Charlton, MA 01507

Kathleen Young
47 Pine Rd.
Charlton, MA 01507

Healy Holdings LLC
PO Box 815
Webster, MA 01570

Samir Tadros
18 Emil St.
Webster, MA 01570

North Trust
13 Didonato Ave.
Webster, MA 01570

Fabian Zayas
11 Didonato Ave.
Webster, MA 01570

Francis St. Jacques Sr.
9 Didonato Ave.
Webster, MA 01570

Joseph Reed
18 Vecchia St.
Webster, MA 01570

PMG
2359 Research Ct.
Woodbridge, VA 22192

Yeou Ying Dong
11 Worcester Rd.
Webster, MA 01570

Louchlin Belcher
7 Hartley St.
Webster, MA 01570

Neal Kuszewski
23 Flaxfield Rd.
Dudley, MA 01570

Hartley Group LLC
11 Hartley St.
Webster, MA 01570

Lucille Soghomonian
67 North Quinsigamond
Shrewsbury, MA 01545

James Halloran
43 Hartley St.
Webster, MA 01570

Hisha Zaky
49 Hartley St.
Webster, MA 01570

Linda Hatsuko Champagne/LE
7 Didonato Ave.
Webster, MA 01570

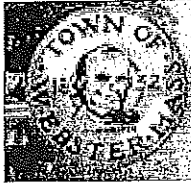
Hometown Bank
31 Sutton Ave.
Oxford, MA 01540

Cedar-Webster LLC
44 South Bayles Ave.
Port Washington, NY 11050

Mac's Shell Service Inc.
77 East Main St.
Webster, MA 01570

Christine McKay
29 Bay View Rd.
Webster, MA 01570

Place Motor Inc.
19 Thompson Rd.
Webster, MA 01570



Town Of Webster Massachusetts

Est. 1832

Office of the Board of Selectmen
350 Main Street
Webster, MA 01570

Andrew M. Jolda, Chairman
Randall V. Becker, Vice-Chairman
Mark G. Dowgiewicz, Secretary
Robert J. Miller, Selectman
Donald D. Bourque, Selectman

selectmen@webster-ma.gov
Phone: (508) 949-3800 X1041
Fax: (508) 949-3888

PUBLIC HEARING

TOWN OF WEBSTER BOARD OF SELECTMEN

MONDAY, DECEMBER 11, 2017, 6:05 PM

WEBSTER TOWN HALL, BOARD OF SELECTMEN'S MEETING ROOM, 2ND FLOOR

350 MAIN STREET, WEBSTER, MA 01570

APPLICATION FOR ALTERATION OF PREMISES ON THE ALCOHOLIC BEVERAGES LICENSES

Indian Ranch Recreation, Inc.

Owner: Suzette Raun

200 Gore Road, Webster, MA 01570

The Webster Board of Selectmen will hold a public hearing on Monday, December 11, 2017, at 6:05 p.m., at the Webster Town Hall, Board of Selectmen's Meeting Room, 2nd Floor, 350 Main Street, Webster, MA 01570, to consider an application from Indian Ranch Recreation, Inc., 200 Gore Road, Webster, MA, 01570, for an alteration of their premises application to the Alcoholic Beverages Control Commission to allow alcohol to be served in their new facility consisting of their current banquet hall and the now enclosed pavilion area. Second floor is all new construction. Drawings of these premises are available in the Webster Board of Selectmen's Office. All interested parties are invited to attend. If you have any questions prior to the public hearing, please call the Webster Board of Selectmen's Office at (508) 949-3800 x1041.



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

AMENDMENT APPLICATION FOR AN ALTERATION OF PREMISES OR CHANGE OF LOCATION

The following documentation is required as a part of your retail license amendment application.

ABCC investigators reserve the right to request additional documents as a part of their investigation.

- ☐ Monetary Transmittal Form with \$200 fee
You can PAY ONLINE or include a \$200 check made out to the ABCC
- ☒ Alteration of Premises / Change of Location Amendment Application (this packet)
- ☒ Vote of the Corporate Board
A corporate vote to apply for an alteration of premises or change of location, signed by an authorized signatory for the proposed licensed entity
- ☒ Supporting Financial Documents
Documentation supporting any loans or financing, if applicable
- ☒ Floor Plan
Detailed Floor Plan showing square footage, entrances and exits and rooms
- ☒ Lease
Signed by licensee and landlord.
- ☐ Additional Documents Required by the Local Licensing Authority



*The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc*

AMENDEMENT APPLICATION FOR AN ALTERATION OF PREMISES OR CHANGE OF LOCATION

Below you will find a step-by-step explanation of the alteration of premises / change of location amendment application process. **Please read this entire page before you apply for an amendment to your license as it provides critical information on the approval process.**

The ABCC urges you to reach out to the Local Licensing Authority (“LLA”) in the city or town in which you are applying for a change of manager amendment to your license **before applying**. While state law requires you to submit certain documents, your LLA may have other documents and/or fees required of you before it will consider your application, and failure to contact them before you apply for a change of manager amendment to your license may delay the consideration of your application.

The granting of a retail license amendment involves a three-step process under M.G.L. c. 138, §§ 15A & 16B:

1. Step One is the granting of an amendment application by the LLA;
2. Step Two is approval by the ABCC;
3. Step Three is the issuance of the amended retail license by the LLA.

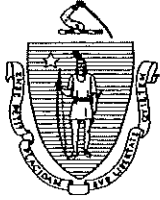
Each step has certain legal requirements:

Step One. In Step One, when you submit your application with the LLA, the LLA is required by law to note the date and hour your application is filed with it. Then, they must publish an advertisement noticing a public hearing on your application, if their regulations require, within 10 days of your application being filed. Then, no sooner than 10 days after advertising the hearing, the hearing will be held. The LLA must act on an application within 30 days of it being filed.

If the LLA grants the license, the application shall be forwarded to the ABCC no later than 3 days following such approval.

Step Two. In Step Two, when the ABCC receives an amendment application that has been approved by the LLA, an investigator will be assigned. The investigator will investigate the proposed licensed premises, if required, as well the source(s) of financing for the transaction. Parties to an application must respond promptly to investigators’ inquiries. **Failure to do so will result in a delay of the approval and may result in a denial of the amendment application.**

Step Three. Once the LLA receives the ABCC’s approval of an amendment application, it must issue the amended license within 7 days.



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

AMENDEMENT APPLICATION FOR AN ALTERATION OF PREMISES OR CHANGE OF LOCATION

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF LICENSEE (Business Contact)

Indian Ranch Recreation, Inc.

ABCC License Number

134200003

City/Town of Licensee

Webster

2. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name: Suzette

Middle: Ann

Last Name: Raun

Title: Owner

Primary Phone: 508-943-3871

Email: suzette@indianranch.com

3. BUSINESS CONTACT

Please complete this section ONLY if there are changes to the Licensee phone number, business address (corporate headquarters), or mailing address.

Entity Name:

Primary Phone:

Fax Number:

Alternative Phone:

Email:

Business Address (Corporate Headquarters)

Street Number: 200

Street Name: Gore Road

City/Town: Webster

State: MA

Zip Code: 01570

Country:

USA

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:

Street Name:

City/Town:

State:

Zip Code:

Country:

AMENDMENT APPLICATION FOR AN ALTERATION OF PREMISES OR CHANGE OF LOCATION

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number:	200	Street Name:	Gore Road	Unit:	
City/Town:	Webster	State:	MA	Zip Code:	01570
Country:	USA				

Description of Premises

Please provide a complete description of the premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage.

Floor Number	Square Footage	Number of Rooms
1	3000 +/-	6 +/-
2	3000 +/-	8 +/-

Patio/Deck/Outdoor Area Total Square Footage	930
Indoor Area Total Square Footage	6000 +/-
Number of Entrances	2
Number of Exits	9
Proposed Seating Capacity	396
Proposed Occupancy	416

Occupancy of Premises

Please complete all fields in this section. Documentation showing proof of legal occupancy of the premises is required.

Please indicate by what right the applicant has to occupy the premises

Lease

Landlord Name Indian Ranch Realty, LLC

Landlord Phone 508-943-3871

Lease Beginning Term 6/27/2017

Lease Ending Term 6/26/2022

Rent per Month 19,799

Rent per Year 237,588

Landlord Address 200 Gore Road, Webster, MA 01570

If leasing or renting the premises, a signed copy of the lease is required.

Please indicate if the terms of the lease include payments based on the sale of alcohol: ☐ Yes ☒ No

AMENDMENT APPLICATION FOR AN ALTERATION OF PREMISES OR CHANGE OF LOCATION

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	0
B. Purchase Price for any Business Assets	600,000
C. Costs of Renovations/Construction	2,500,000
D. Purchase Price of Inventory	10,000
E. Initial Start-Up Costs	30,000
F. Other (Please specify)	
G. Total Cost (Add lines A-F)	3,140,000

Please note, the total amount of Cash Investment (top right table) plus the total amount of Financing (bottom right table) must be equal to or greater than the Total Cost (line G above).

You are required to provide all documents relating to financing and/or loans you receive for this transaction

Please provide information about the sources of cash and/or financing for this transaction

Source of Cash Investment

Name of Contributor	Amount of Contribution
Suzette Raun	500,000
David Robert	500,000
Total:	1,000,000

Source of Financing

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
Webster Ventures	2,500,000	no	
Total:			2,500,000

ADDITIONAL SPACE

The following space is for any additional information you wish to supply or to clarify an answer you supplied in the application.

If referencing the application, please be sure to include the number of the question to which you are referring.

Description of Premise

Indian Ranch is an outdoor concert venue. Everything in the gates is covered under the license. See attached google maps image of property. This includes the current banquet hall. The new addition is an extension of our banquet hall on the first floor, and a new restaurant on the second floor. The new/expanded facility remains within the current facility gates.

The first floor includes our current banquet hall. See attached drawing of first floor. The space being added is where our large pavilion stood which is already used for banquets and events under the current license. The pavilion area will now be enclosed. On the diagram this is the area in blue. The area in yellow is our existing hall and the area in white (kitchen and bathrooms) are new construction.

The second floor is all new construction. See attached drawing of second floor. Walkway to restaurant spans over the existing banquet hall.

APPLICANT'S STATEMENT

I, Suzette Rawn the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP member
Authorized Signatory

of Indian Ranch Recreation, Inc, hereby submit this application for Alteration of Premises
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature:

Suzette Rawn

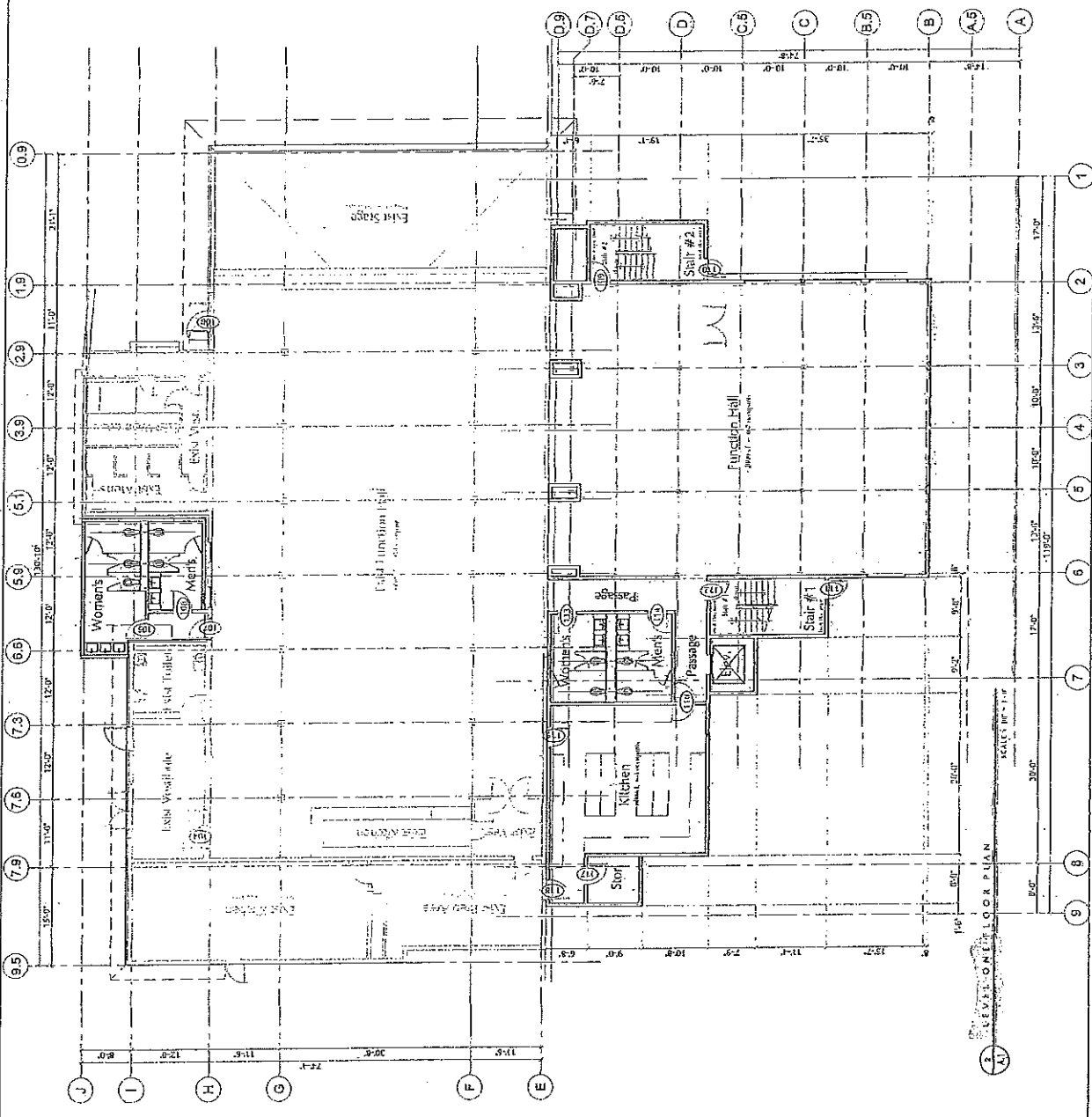
Date:

11/15/2017

Title:

President

- NOTES:**
1. GENERAL NOTES:
 - a. Refer to drawings for details of construction.
 - b. All work shall be in accordance with the latest edition of the International Building Code (IBC) and all applicable local codes.
 - c. All materials shall be of the highest quality and shall be approved by the architect.
 - d. All work shall be completed within the specified time frame.
 2. SPECIFICATIONS:
 - a. All work shall be in accordance with the specifications of the International Building Code (IBC) and all applicable local codes.
 - b. All materials shall be of the highest quality and shall be approved by the architect.
 - c. All work shall be completed within the specified time frame.
 3. NOTES:
 - a. All work shall be in accordance with the specifications of the International Building Code (IBC) and all applicable local codes.
 - b. All materials shall be of the highest quality and shall be approved by the architect.
 - c. All work shall be completed within the specified time frame.



General Notes		1. All work shall be in accordance with the specifications of the International Building Code (IBC) and all applicable local codes. 2. All materials shall be of the highest quality and shall be approved by the architect. 3. All work shall be completed within the specified time frame.	
1. All work shall be in accordance with the specifications of the International Building Code (IBC) and all applicable local codes. 2. All materials shall be of the highest quality and shall be approved by the architect. 3. All work shall be completed within the specified time frame.		1. All work shall be in accordance with the specifications of the International Building Code (IBC) and all applicable local codes. 2. All materials shall be of the highest quality and shall be approved by the architect. 3. All work shall be completed within the specified time frame.	

Edward E. Martineit
Architect
26 Justice Hill Road
Sterling, MA 01564
Phone 318.361.1301

INDIAN BANCH RENOVATIONS
300 Oak Road
Wilmington, MA 01897

Project Name: 1st Floor
Date: 11/15/2018
Sheet: A.101
As Noted

first floor

General Note

Noted dimensions are approximate

No.	Revised/Revised	Date
01	Revised for Permit	11/1/2018

One Sheet Per Section

Edward E. Martineit
Architect
26 Justice Hill Road
Sterling, MA 01564
Phone 508.981.1303

INDIAN RANCH RENOVATIONS
200 Gore Road
Weston, MA 01577

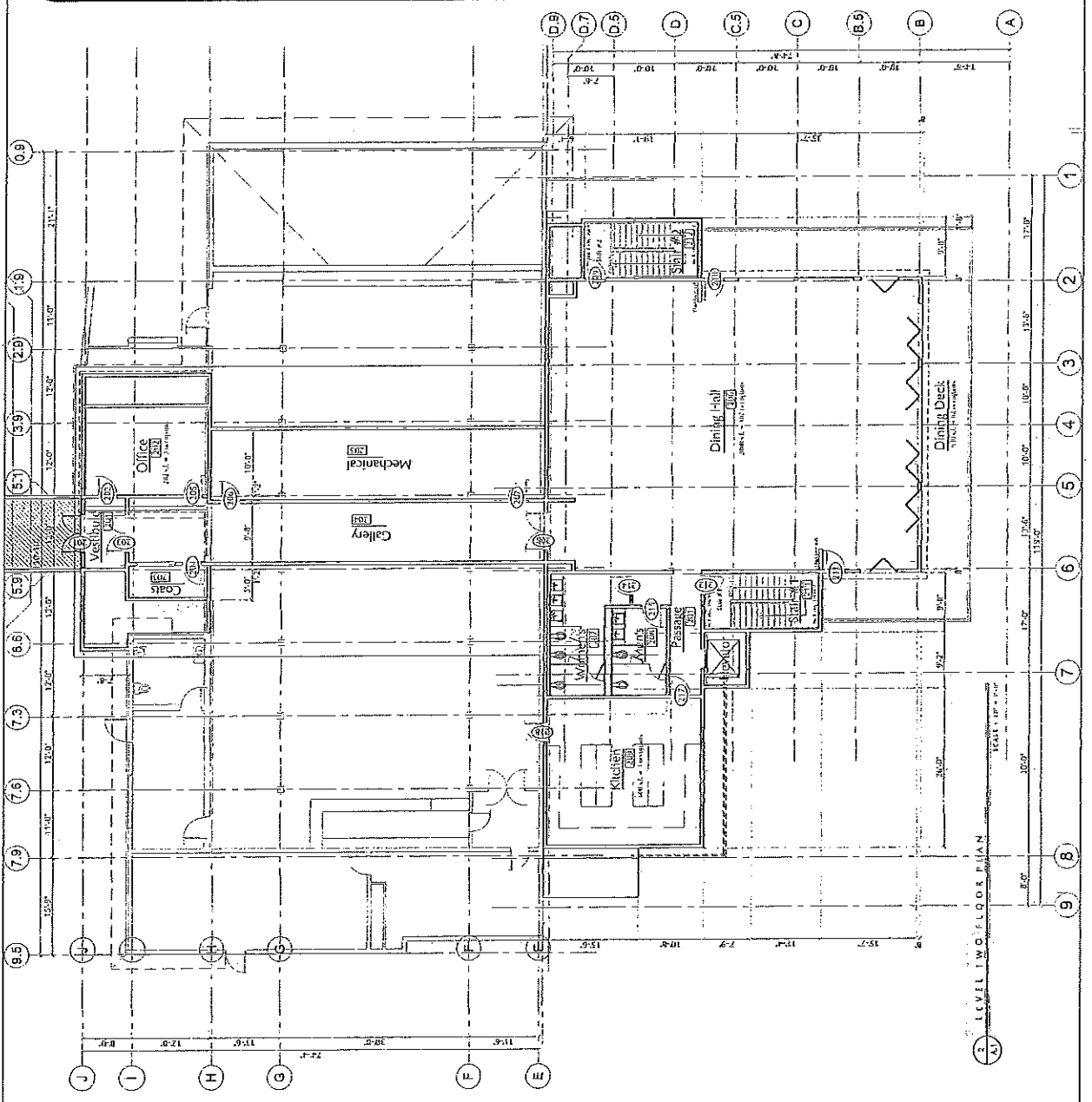
Project Name and Location

Sheet: 18.5.3

Date: 11/1/2018

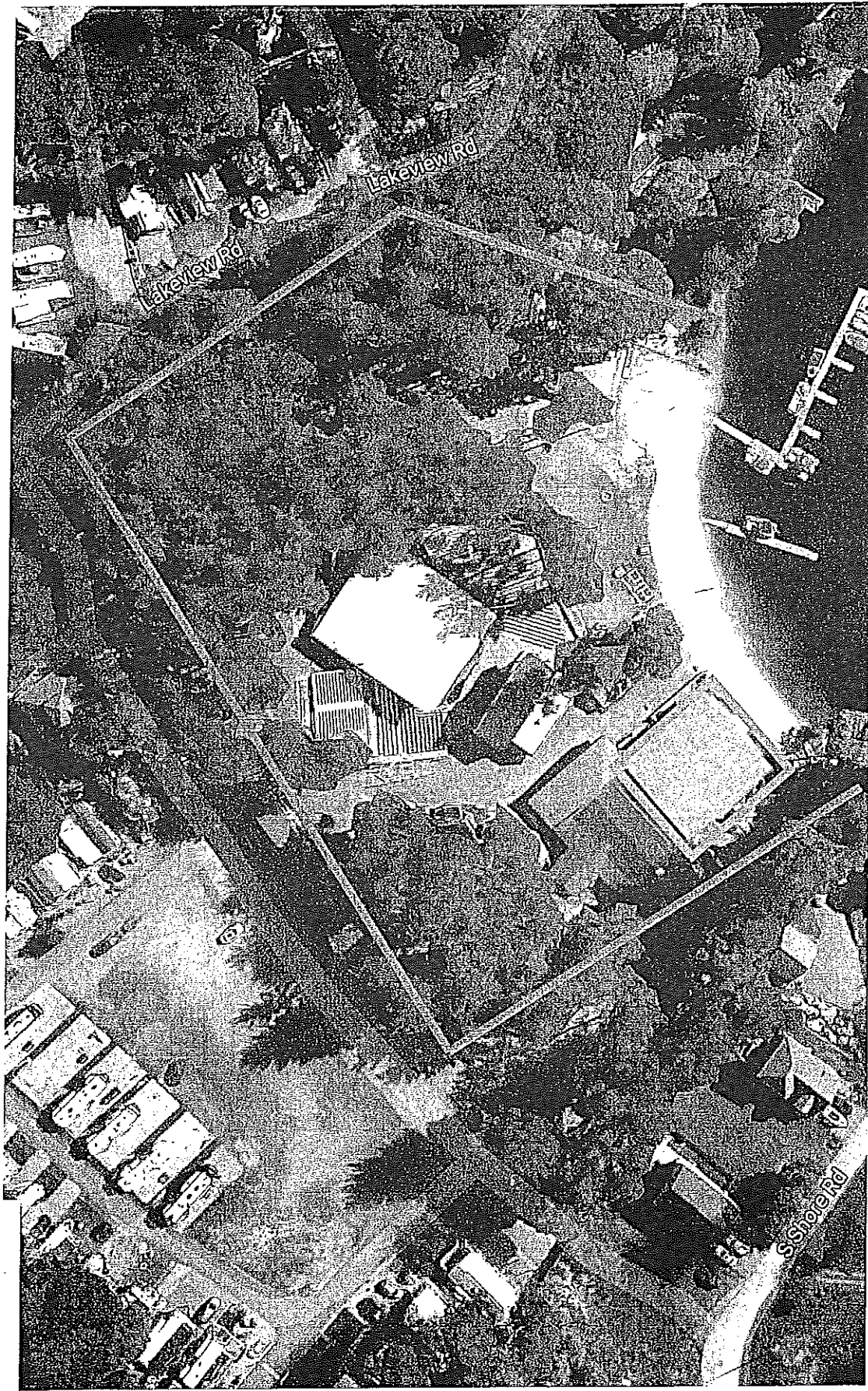
As Noted

A.102



Second floor

Current liquor license coverage - inside the gate (red line)
New restaurant location above pavilion - blue box



PROMISSORY NOTE

\$2,500,000.00

Webster, Massachusetts

October 10, 2017

For value received, **Indian Ranch Realty LLC**, (the "Borrower"), of 200 Gore Road, Webster, Massachusetts, promises to pay to **Webster Ventures LLC, OR ORDER**, of 14 Henry Road, Webster, Massachusetts, (or at such place as the Lender, or any succeeding Holder hereof, being called the "Holder", may designate in writing), the principal sum of Two Million Five Hundred Thousand and 00/100 (\$2,500,000.00) in the manner hereinafter provided in lawful money of the United States of America.

☒ 5% interest

☐ percent (%) above the prime interest rate of _____ such interest rate to be adjusted from time to time on the effective date of any change by the Lender in said prime interest rate (the interest rate computed in this paragraph being hereinafter called the "Effective Interest Rate").

☐ Other:

Principal and Interest shall be payable monthly in installments of \$13,420.54 each (the monthly installment) beginning May 1, 2018. Monthly installments shall first be applied to interest, and the balance thereof remaining to principal, and shall continue until the entire indebtedness evidenced by this Note, if not sooner paid, shall be due and payable on April 30, 2038, together with any costs of collection, including reasonable attorney's fees incurred in the collection of the amount due hereunder to the extent the same may be allowable.

This Note may be prepaid in whole or part without penalty, provided that the Holder may require that any partial prepayment shall be made on the date Monthly Installments are due and shall be in the amount of one or more of such installments. No partial prepayment shall extend or postpone the due date or change the amount of any subsequent installment, unless the Holder shall otherwise agree in writing.

This Note shall become immediately due and payable, including the entire balance of principal and interest then accrued and unpaid, prior to maturity at the option (exercisable without notice and regardless of any prior forbearance of indulgence) of the Holder upon the occurrence of any one or more of the following events:

- (1) default in the performance or observance of any of the terms and provisions of this Note or of any instrument securing this Note;
- (2) failure to make any payments due hereunder within fifteen (15) days of its due date;
- (3) institution of bankruptcy or insolvency proceedings by the Borrower, or any endorser or guarantor hereof, or against the Borrower or any endorser hereof, not vacated, terminated or stayed within sixty (60) days from the date thereof;
- (4) the occurrence of any loss by fire or other casualty (whether or not insured against) to any security for this Note which results in a material reduction of the commercial utility of such security to the Borrower; or
- (5) default in the payment of the principal of or the interest on any other indebtedness of the Borrower continued for a period sufficient to permit the acceleration of the maturity of such indebtedness.

Any sums credited by the Holder to the Borrower or any endorser or guarantor hereof and any property of the Borrower or any endorser or guarantor hereof in the possession of the Holder may be held as collateral security for the payment of all liabilities, direct or indirect, now existing or hereafter arising, of the Borrower or such endorser or guarantor to the Holder. On or after default hereunder the Holder may apply or set off such collateral against said liabilities at any time in the case of the Borrower, but only with respect to matured liabilities in the case of endorsers or guarantors, and shall have the rights and remedies of a secured party under the Uniform Commercial Code with respect to such collateral.

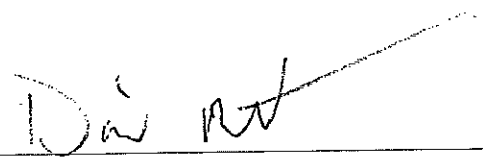
Each person liable for the payment of this Note hereby waives presentment for payment, notice of dishonor, and protest, and consents without notice or further assent (a) to any substitution, exchange or release of any collateral securing this note; (b) to the acceptance by the Holder of any additional collateral or other guarantors of this Note; (c) to any modification of this Note, and instrument securing this Note; and (d) to the granting by the Holder of any extension of the time for payment of this Note or any forbearance or indulgence whatsoever.

This Note shall be the joint and several obligations of the Borrower and all securities, guarantors and endorsers, and shall be binding upon them and their respective successors and assigns and each or any of them.

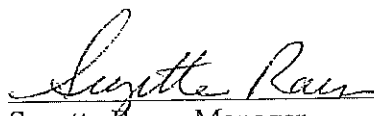
IN WITNESS WHEREOF, the Borrower has caused these presents to be executed as an instrument under seal, as of the day and year first above written.

Indian Ranch Realty LLC

By:



Witness



Suzette Raun, Manager

LEASE AGREEMENT

This lease agreement was entered into on **June 27, 2017** between **Indian Ranch Realty LLC**, 200 Gore Road, Webster, Massachusetts 01570 referred to as lessor, and **Indian Ranch Recreation Inc.** 200 Gore Road, Webster, Massachusetts 01570, referred to as lessee. .

In consideration of the mutual covenants contained in this lease agreement, the parties agree as follows:

SECTION ONE

DESCRIPTION OF PREMISES

Lessor leases to lessee the premises located at **200 Gore Road, Webster, Massachusetts**, and described more particularly as follows: (See Attached Description)

SECTION TWO

TERM

The term of this lease agreement is **five (5) years**, beginning on **June 27, 2017**, and terminating on **June 26, 2022**.

SECTION THREE

RENT

- A. The annual rent under this lease agreement is **(237,588) Dollars**.
- B. Lessee shall pay lessor the above specified amount in installments of **19,799 (\$)** Dollars each month, beginning on **June 27, 2017**, with succeeding payments due on the first day of each month thereafter during the term of the lease agreement.(See addendum for Rent Waiver)
- C. Lessee shall also pay all municipal charges, including real estate taxes, assessments, and water/sewer charges, billed to the premises.

SECTION FOUR
USE OF PREMISES

The demised premises are to be used for the purposes of shows, events, campground, restaurant and related activities. Lessee shall restrict its use to such purposes, and shall not use or permit the use of the demised premises for any other purpose without the prior, express, and written consent of lessor, or lessor's authorized agent.

SECTION FIVE
RESTRICTIONS ON USE

- A. Lessee shall not use the demised premises in any manner that will increase risks covered by insurance on the demised premises and result in an increase in the rate of insurance or cancellation of any insurance policy, even if such use may be in furtherance of lessee's business purposes.
- B. Lessee shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the demised premises, and shall comply with all requirements of the insurers applicable to the demised premises necessary to keep in force the fire and liability insurance.

SECTION SIX
WASTE, NUISANCE, OR UNLAWFUL ACTIVITY

Lessee shall not allow any waste or nuisance on the demised premises, or use or allow the demised premises to be used for any unlawful purpose.

SECTION SEVEN
UTILITIES

Lessee shall arrange and pay for all utilities, furnished to the demised premises for the term of this lease agreement, including, but not limited to, electricity, gas, water, sewer, and telephone service.

SECTION EIGHT
REPAIRS AND MAINTENANCE

Lessee shall maintain the premises and keep them in good repair at his expense. Lessee shall maintain and repair windows, doors, skylights, adjacent sidewalks, the building front, roof and interior walls.

SECTION NINE
DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES

- A. Lessor represents that the demised premises require substantial repairs. Lessee agrees to enter the premises upon execution of the lease and to make all necessary repairs and improvements at Lessee's expense and to complete same within six (6) months of entering, exercising his best efforts to complete them as soon as reasonably possible.
- B. Lessee shall surrender the demised premises at the end of the lease term, or any renewal of such term, including all improvements and repairs, allowing for reasonable use and wear, and damage by acts of God, including fires and storms. Before delivery, lessee shall remove all business signs placed on the demised premises by lessee and restore the portion of the demised premises on which they were placed in the same condition as prior to their installation.

SECTION TEN
PARTIAL DESTRUCTION OF PREMISES

- A. Partial destruction of the demised premises shall not render this lease agreement void or voidable, nor terminate it except as specifically provided in this lease agreement. If the demised premises are partially destroyed during the term of this lease agreement, lessee shall repair them when such repairs can be made in conformity with governmental laws and regulations, within thirty (30) days of the partial destruction. Written notice of the intention of lessor to repair shall be given to lessee within Ten (10) days after any partial destruction.. If the repairs cannot be made

within the time specified above, lessor shall have the option to make them within a reasonable time and continue this lease agreement in effect with proportional rent rebate to lessee as provided for in this lease agreement.

SECTION ELEVEN ENTRY ON PREMISES BY LESSOR

- A. Lessor reserves the right to enter on the demised premises at reasonable times to inspect them, and lessee shall permit lessor to do so.

SECTION TWELVE SIGNS, AWNINGS, AND MARQUEES INSTALLED BY LESSEE

- A. Lessee shall not construct or place signs, awnings, marquees, or other structures projecting from the exterior of the demised premises without the prior, express, and written consent of Lessor.
- B. Lessee shall remove signs, displays, advertisements, or decorations it has placed on the premises that, in the opinion of lessor, are offensive or otherwise objectionable. If lessee fails to remove such signs, displays, advertisements, or decorations within **thirty (30)** days after receiving written notice from lessor to remove them lessor reserves the right to enter the demised premises and remove them at the expense of lessee.

SECTION THIRTEEN NONLIABILITY OF LESSOR FOR DAMAGES

Lessor shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the demised premises by lessee, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the demised premises during the term of this lease agreement or any extension of such term. Lessee shall indemnify lessor from any and all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.

SECTION FOURTEEN
LIABILITY INSURANCE

- A. Lessee shall procure and maintain in force at its expense during the term of this lease agreement and any extension of such term, public liability insurance with insurers and through brokers approved by lessor. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the demised premises, in a minimum amount of **One Million (\$1,000,000,000.00) Dollars** for each person injured, **One Million (\$1,000,000,000.00) Dollars** for any one accident and **Five Hundred Thousand (\$500,000.00) Dollars** for the property damage. The insurance policies shall provide coverage for contingent liability of lessor on any claims or losses. The insurance policies shall be delivered to lessor for safekeeping. Lessee shall obtain a written obligation from the insurers to notify lessor in writing at least sixty (60) days prior to cancellation or refusal to renew any policy.
- B. If the insurance policies required by this section are not kept in force during the entire term of this lease agreement or any extension of such term, lessor may procure the necessary insurance and pay the premium therefore, and the premium shall be repaid to lessor as an additional rent installment for the month following the date on which the premiums were paid by lessor.

SECTION FIFTEEN
ASSIGNMENT, SUBLEASE, OR LICENSE

- A. Lessee shall not assign or sublease the demised premises, or any right or privilege connected with the demised premises, or allow any other person except agents and employees of lessee to occupy the demised premises or any part of the demised premises without first obtaining the written consent of lessor. A consent by lessor shall not be a consent to a subsequent assignment, sublease, or occupation by other persons.

- B. An unauthorized assignment, sublease, or license to occupy by lessee shall be void and shall terminate this lease agreement at the option of lessor.
- C. The interest of lessee in this lease agreement is not assignable by operation of law without the written consent of lessor.

SECTION SIXTEEN

BREACH

The appointment of a receiver to take possession of the assets of lessee, a general assignment for the benefit of the creditors of lessee, any action taken or allowed to be taken by lessee under any bankruptcy act, or the failure of lessee to comply with each and every term and condition of this lease agreement shall constitute a breach of this lease agreement. Lessee shall have **thirty (30)** days after receipt of written notice from lessor of any breach to correct the conditions specified in the notice. If the corrections cannot be made within the **thirty (30)** day period, lessee shall have a reasonable time to correct the default if action is commenced by lessee within **thirty (30)** days after receipt of the notice.

SECTION SEVENTEEN

REMEDIES OF LESSOR FOR BREACH BY LESSEE

Lessor shall have the following remedies in addition to its other rights and remedies in the event lessee breaches this lease agreement and fails to make corrections as set forth in Section Eighteen:

- A. Lessor may reenter the demised premises immediately and remove the property and personnel of lessee, store the property in a public warehouse or at a place selected by lessor, at the expense of lessee.
- B. After reentry, lessor may terminate this lease agreement on giving **fourteen (14)** days written notice of termination to lessee. Without such notice, reentry will not terminate this lease agreement. On termination, lessor may recover from lessee all damages proximately resulting from the breach, including, but not limited to, the cost of

recovering the demised premises and the balance of the rent payments remaining due and unpaid under this lease agreement.

- C. After reentering, lessor may relet the demised premises or any part of the demised premises for any term without terminating this lease agreement, at such rent and on such terms as it may choose. Lessor may make alterations and repairs to the demised premises. The duties and liabilities of the parties if the demised premises are relet shall be as follows:

1. In addition to lessee's liability to lessor for breach of this lease agreement, lessee shall be liable for all expenses of the reletting, for the alterations and repairs made, and for the difference between the rent received by lessor under the new lease agreement and the rent installments that were due for the same period under this lease agreement.
2. Lessor at its option shall have the right to apply the rent received from reletting the premises (a) to reduce lessee's indebtedness to lessor under this lease agreement, not including indebtedness for rent, (b) to expenses of the reletting and alterations and repairs made, (c) to rent due under this lease agreement, or (d) to payment of future rent under this lease agreement as it becomes due.

If the new lessee does not pay a rent installment promptly to lessor, and the rent installment has been credited in advance of payment to the indebtedness of lessee other than rent, or if rentals from the new lessee have been otherwise applied by lessor as provided for in this section, and during any rent installment period, are less than the rent payable for the corresponding installment period under this lease agreement, lessee shall pay lessor the deficiency, separately for each rent installment deficiency period, and before the end of that period. Lessor may at any time after such reletting terminate this lease agreement for the breach on which lessor based the reentry and relet the demised premises.

- A. After reentry, lessor may procure the appointment of a receiver to take possession and collect rents and profits of the business of lessee, and if necessary, to collect the rents and profits the receiver may carry on the business of lessee and take possession of the personal property used in the business of lessee, including inventory, trade fixtures, and furnishings and use them in the

business without compensating lessee. Proceedings for appointment of a receiver by lessor, or the appointment of a receiver and the conduct of the business of lessee by the receiver, shall not terminate and forfeit this lease agreement unless lessor has given written notice of termination to lessee as provided in this lease agreement.

SECTION EIGHTEEN ATTORNEY FEES

If lessor files an action to enforce any agreement contained in this lease agreement, or for breach of any covenant or condition, lessee shall pay lessor reasonable attorney fees for the services of lessor's attorney in the action, all fees to be fixed by the court.

SECTION NINETEEN CONDEMNATION

Eminent domain proceedings resulting in the condemnation of a part of the demised premises, but leaving the remaining premises usable by lessee for the purposes of its business, will not terminate this lease agreement unless lessor, at its option, terminates this lease agreement by giving written notice of termination to lessee. The effect of any condemnation, where the option to terminate is not exercised, will be to terminate this lease agreement as to the portion of the demised premises condemned, and the lease of the remainder of the demised premises shall remain intact. The rental for the remainder of the lease term shall be reduced by the amount that the usefulness of the demised premises has been reduced for the business purposes of lessee. Lessee hereby assigns and transfers to lessor any claim it may have to compensation for damages as a result of any condemnation.

SECTION TWENTY

WAIVERS

Waiver by lessor of any breach of any covenant or duty of lessee under this lease is not a waiver of a breach of any other covenant or duty of lessee, or of any subsequent breach of the same covenant or duty.

SECTION TWENTY-ONE

GOVERNING LAW

It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts

SECTION TWENTY-TWO

ENTIRE AGREEMENT

This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding upon either party except to the extent incorporated in this lease agreement.

SECTION TWENTY-THREE

MODIFICATION OF AGREEMENT

Any modification of this lease agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

SECTION TWENTY-FOUR
NOTICES

- A. All notices, demands, or other writings in this lease agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

TO LESSOR: Indian Ranch Realty LLC, 200 Gore Road, Webster, MA
01570

TO LESSEE: Indian Ranch Recreation Inc., 200 Gore Road, Webster, MA
01570

- B. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

SECTION TWENTY-FIVE
BINDING EFFECT

This lease agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.

SECTION TWENTY-SIX
TIME OF THE ESSENCE

It is specifically declared and agreed that time is of the essence of this lease agreement.

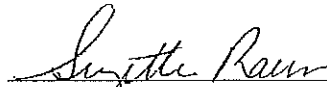
SECTION TWENTY-SEVEN
PARAGRAPH HEADINGS

The titles to the paragraphs of this lease agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this lease agreement.

In witness whereof, each party to this lease agreement has caused it to be executed on the date indicated below.

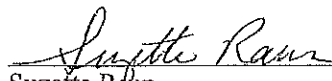
Lessor: Indian Ranch Realty LLC

By:


Suzette Raun, Manager

Lessee: Indian Ranch Recreation Inc.

By:


Suzette Raun, President

MEETING

At a Special Meeting of Indian Ranch Recreation Inc. held at the corporate office, 200 Gore Road, Webster, MA 01570 on February 16, 2017, all Officers, Directors and Shareholders being present, waiving notice and voting,

Upon Motion made and duly seconded, it was

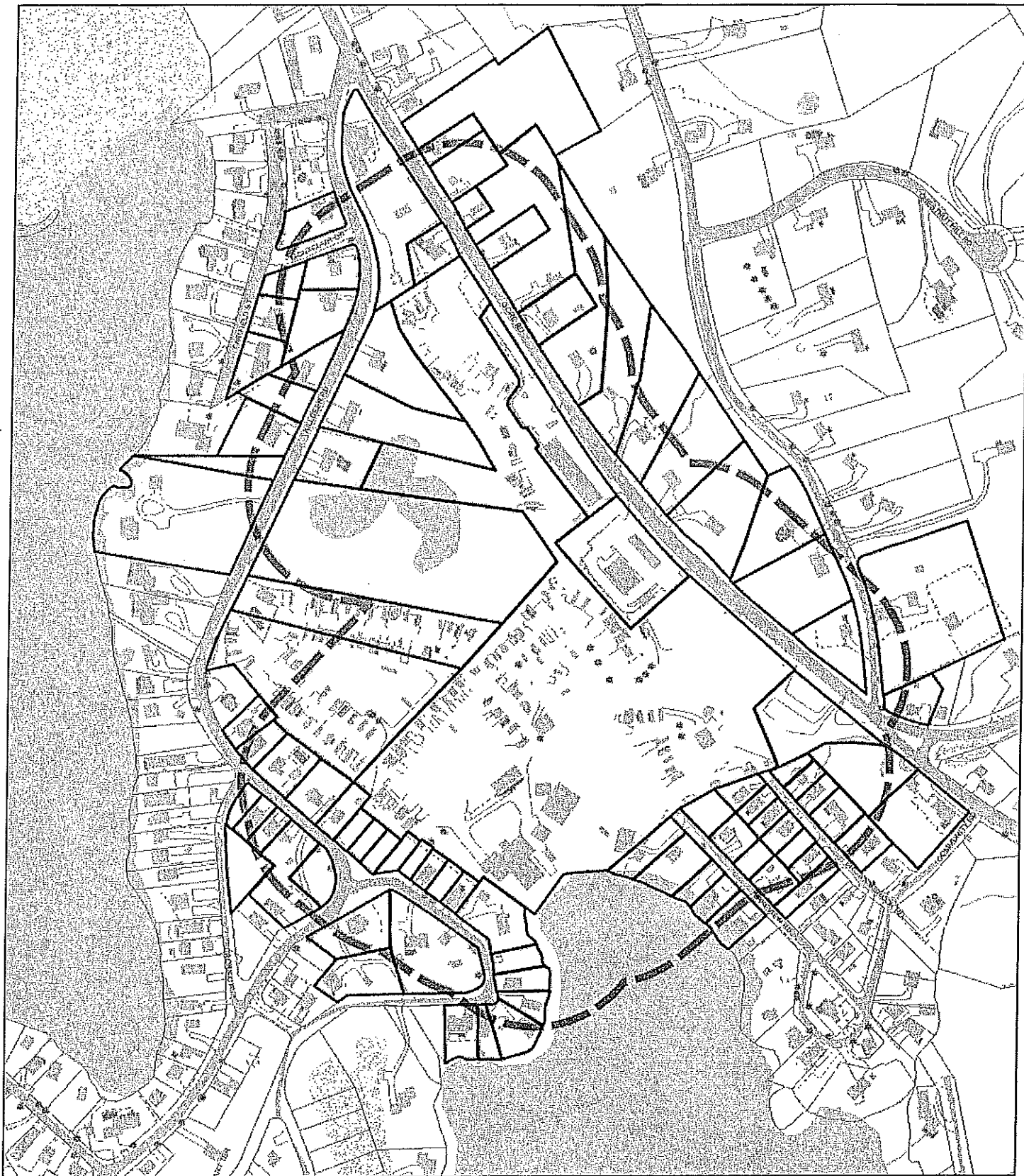
Voted unanimously to apply for permits to allow for the alteration of the premises at 200 Gore Road, Webster, MA and to change the location of the area covered by the Liquor License held by the corporation all in conformity with design plans done for the corporation by J & D Civil Engineers LLC and to authorize and appoint the President, Suzette Raun, to act on behalf of the corporation in this regard and to do all things and to sign any and all documents necessary and appropriate in this regard.

No further business coming before the Meeting, upon Motion made and duly seconded, it was

Voted unanimously to adjourn.



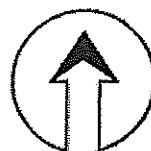
David Robert, Secretary



The information depicted on this map is for planning purposes only. It is not adequate for legal boundary definition, regulatory interpretation, or parcel-level analyses.

200 Gore Rd - 300 ft
Maurice Buck
CERTIFIED COPY

11/20/2017 11:44:05 AM



1:4200

1"=350'



60_D_11_0
WEBSTER VENTURES LLC
200 GORE ROAD
WEBSTER, MA 01570

60_B_16_0
SRO CZENSKI LOUIS
54 KILLDEER RD
WEBSTER, MA 01570

60_D_13_1
INDIAN RANCH RECREATION
INC
200 GORE RD
WEBSTER, MA 01570

59_F_4_0
DUDAC JOEL
23 SOUTH SHORE RD
WEBSTER, MA 01570

59_G_17_1
CZERNICKI ROBERT
38 SOUTH SHORE RD
WEBSTER, MA 01570

60_D_1_0
BRZOSTEK RALPH J &
KATHY/TRST
15 SOUTH SHORE RD
WEBSTER, MA 01570

60_D_47_0
PARKER LEE J
PO BOX 423
WEBSTER, MA 01570

60_D_41_0
WOODMAN JOSEPH J III
16 LAKEVIEW RD
WEBSTER, MA 01570

60_D_42_0
WEBSTER VENTURES LLC
200 GORE RD
WEBSTER, MA 01570

60_D_22-23_0
STONE ROBERT D JR
4 BROWNS BROOK RD
WEBSTER, MA 01570

60_D_12_0
SRO CZENSKI LOUIS
PO BOX 841
WEBSTER, MA 01570

60_D_17_2
188 ROUTE 16 REALTY LLC
18 TEAKETTLE LANE
SUDBURY, MA 01776

59_F_6_0
STERCZALA PAUL M
27 SOUTH SHORE RD.
WEBSTER, MA 01570

59_F_3_0
JARMOLOWICZ EDWARD J
21 SOUTH SHORE RD
WEBSTER, MA 01570

59_F_2_0
GURSKI, JEFFREY M
10 VICTORIA LANE
WILBRAHAM, MA 01095

60_D_48_0
PARKER LEE J
PO BOX 423
WEBSTER, MA 01570

60_D_2_1
FERGUSON, CHRISTOPHER
9 SOUTH SHORE RD
WEBSTER, MA 01570

60_D_2_0
SASTER ROBERT J
5 SOUTH SHORE RD
WEBSTER, MA 01570

60_D_3_1
WEBSTER VENTURES LLC
200 GORE RD
WEBSTER, MA 01570

60_D_3_0
WEBSTER VENTURES LLC
200 GORE RD
WEBSTER, MA 01570

60_B_17_0
SRO CZENSKI LOUIS
54 KILLDEER RD
WEBSTER, MA 01570

60_B_15_1
JOHNSON, WENDY L
40 KILLDEER RD
WEBSTER, MA 01570

59_F_5_0
DUDAC JOEL P
25 SOUTH SHORE RD
WEBSTER, MA 01570

60_B_15_2
MEAGHER ALAN K
36 KILLDEER RD
WEBSTER, MA 01570

60_D_5_0
LUTFY JOHN W
89 KILLDEER RD
WEBSTER, MA 01570

60_D_2_2
FERGUSON CHRISTOPHER
9 SOUTH SHORE RD
WEBSTER, MA 01570

60_D_32_0
DUMORE HERBERT J
101904 NORTH HARRINGTON
WEST RICHLAND, WA 99353

60_D_31_0
CREIGHTON PETER E JR
11 BROWNS BROOK RD
WEBSTER, MA 01570

60_D_46_0
WEBSTER VENTURES LLC
200 GORE RD
WEBSTER, MA 01570

60_D_30_0
GORSKI, THOMAS W JR
50 SECOND ISLAND RD
WEBSTER, MA 01570

RECEIVED

NOV 20 2017
CERTIFIED COPY

WEBSTER ASSESSORS

~~60_D_4_2
WEBSTER VENTURES LLC
200 GORE RD
WEBSTER, MA 01570~~

~~60_D_4_1
WEBSTER VENTURES LLC
200 GORE RD
WEBSTER, MA 01570~~

~~60_D_17_1
GTA VENTURES, LLC
3 SHAWMUT ST
WORCESTER, MA 01609~~

60_D_13_0
BOLTON PATRICK
29 KILLDEER RD
WEBSTER, MA 01570

60_B_12_1
VRABEL ADAM S TRUSTEE
40 INDIAN SPRING RD
WOODSTOCK, CT 06281

60_D_15_0
MOUSSA ELIAS N
PO BOX 1117
WEBSTER, MA 01570

60_D_24_0
SA WLADSON
PO BOX 321
WEBSTER, MA 01570

60_D_25_0
BRZOSKA MIROSLAWA
12 BROWNS BROOK RD
WEBSTER, MA 01570

~~60_D_17_0
INDIAN RANCH REALTY LLC
200 GORE RD
WEBSTER, MA 01570~~

~~60_D_45_0
WEBSTER VENTURES LLC
200 GORE RD
WEBSTER, MA 01570~~

~~60_D_43_0
WEBSTER VENTURES LLC
200 GORE RD
WEBSTER, MA 01570~~

~~60_B_9_0
AUDETTE DAVID M
17 FAIRFIELD ST
WEBSTER, MA 01570~~

60_B_10_0
GIFFORD RAYMOND L
13 FAIRFIELD ST
WEBSTER, MA 01570

60_B_12_0
PIERCE RONALD P
22 KILLDEER RD
WEBSTER, MA 01570

60_D_28_0
MERCEDES LUCAS O
17 BROWNS BROOK RD
WEBSTER, MA 01570

60_D_27_0
WILLIAMS HEATHER
19 BROWNS BROOK RD
WEBSTER, MA 01570

60_D_20_0
PARISEAU LORRAINE/ LE
202 WEST QUEEN ST
EDENTON, NC 27932

60_D_19_0
GUILBEAULT JAMES
28 LEGION WAY
NORTHBRIDGE, MA 01534

60_D_6_0
MORBERGER, RONALD L
87 KILLDEER RD
WEBSTER, MA 01570

60_D_29_0
LAPLANTE DAVID P
15 BROWNS BROOK RD
WEBSTER, MA 01570

~~60_D_4_0
WEBSTER VENTURES LLC
200 GORE RD
WEBSTER, MA 01570~~

~~60_B_14_0
MEAGHER KEVIN & JUDITH/
LE
36 KILLDEER RD
WEBSTER, MA 01570~~

60_B_13_0
KUBLILS, RHONDA L
26 KILLDEER RD
WEBSTER, MA 01570

60_D_16_0
BRADY, RUSSELL P
154 GORE RD
WEBSTER, MA 01570

~~60_D_44_0
WEBSTER VENTURES
200 GORE RD
WEBSTER, MA 01570~~

60_D_26_0
PEPKA, BUFFIE L
21 BROWNS BROOK RD
WEBSTER, MA 01570

60_D_25_1
KIY MILLER, LORI ANN
14 BROWNS BROOK RD
WEBSTER, MA 01570

60_D_18_0
PATRIOT PARKS REALTY
CORP
PO BOX 686
WEBSTER, MA 01570

59_F_2_1
SMITH JEFFREY R
17 SOUTH SHORE RD
WEBSTER, MA 01570

RECEIVED
NOV 20 2017

CERTIFIED COPY

WEBSTER ASSESSORS

60_C_2_0
PION RAYMOND JR
14 KILLDEER RD
WEBSTER, MA 01570

60_D_49_0
HANAFORD, CRAIG A
17 LAKEVIEW RD
WEBSTER, MA 01570

73_A_3_3
BENGER MATTHEW S
173 GORE RD
WEBSTER, MA 01570

73_A_5_0
LABBE CHRISTOPHER H
64 RAWSON RD
WEBSTER, MA 01570

73_B_3_3
RUTLEDGE JANE
63 RAWSON RD
WEBSTER, MA 01570

73_A_3_0
OLIVER EDWARD
58 RAWSON RD
WEBSTER, MA 01570

73_A_3_7
ROBINSON TIMOTHY
54 RAWSON RD
WEBSTER, MA 01570

73_A_3_1
PEVSNER WILLIAM
273 STURTEVANT DR
SIERRA MADRE, CA 91024

73_A_3_2
GAMELIN, PETER J
177 GORE RD
WEBSTER, MA 01570

59_G_17_0
CZERNICKI JAMES
6 SOUTH SHORE RD
WEBSTER, MA 01570

59_G_1_1
CZERNICKI JAMES R
6 SOUTH SHORE RD
WEBSTER, MA 01570

59_H_5_0
ZAGROCKI JOHN G
88 KILLDEER ROAD
WEBSTER, MA 01570

59_H_9_0
BEAN KENNETH O
8 CROSS COURT
WEBSTER, MA 01570

59_H_4_0
ZAGROCKI JOHN G
88 KILLDEER ISLAND ROAD
WEBSTER, MA 01570

59_H_3_0
ZAGROCKI JOHN J JR
88 KILLDEER RD
WEBSTER, MA 01570

59_H_2_0
GINISI BRIAN J
86 KILLDEER RD
WEBSTER, MA 01570

59_H_1_0
GINISI BRIAN J
86 KILLDEER RD
WEBSTER, MA 01570

73_A_2_0
FISHER JAMES H
161 GORE RD
WEBSTER, MA 01570

73_A_3_4
US BANK TRUST, NA
TRUSTEE
13801 WIRELESS WAY
OKLAHOMA CITY, OK 73134

73_A_1_0
SUNDARA THERESA
157 GORE RD
WEBSTER, MA 01570

73_A_8_0
COLLINS, JAMES
155 GORE RD
WEBSTER, MA 01570

73_A_3_5
HERNE THOMAS R
165 GORE RD
WEBSTER, MA 01570

73_A_3_6
FISHER JAMES
161 GORE ROAD
WEBSTER, MA 01570

73_B_4_0
LOOMIS LAWRENCE E
38 ACADEMY ST
PLAINFIELD, CT 06374

74_A_1_0
BROAD BROOK DEVELOPMEN
LLC
826 SOUTHBRIDGE ST SUITE 100
AUBURN, MA 01501

74_A_16_0
BABCOCK GLENN D
85 PORTER PLAIN RD
NORTH GROVESNORDALE, CT

60_D_7_0
TETREAU RONALD E
81 KILLDEER RD
WEBSTER, MA 01570

60_D_8_0
BUDNEY CHRISTOPHER B
79 KILLDEER RD
WEBSTER, MA 01570

60_D_8_1
COREY, WILLIAM
143 SOUTH SHORE RD
WEBSTER, MA 01570

60_D_10_0
WEBSTER VENTURES LLC
200 GORE ROAD
WEBSTER, MA 01570

RECEIVED
NOV 20 2017
CERTIFIED COPY
WEBSTER ASSESSORS

74_A_2_0
CHENEVERT TARA MARIE
151 GORE RD
WEBSTER, MA 01570

60_D_13_2
BILODEAU PAUL L
35 KILLDEER RD
WEBSTER, MA 01570

RECEIVED

NOV 20 2017

WEBSTER ASSESSORS

MB

CERTIFIED COPY

AMERICANS WITH DISABILITIES ADA-COD

ANNUAL REPORT 2017

December 11, 2017

OFFICERS:

Anne Marie Peperato, Chair
Linda Cournoyer, Vice Chair
Lori Charlonne, Secretary
Steve Etzwiler- Treasurer * thru 12/1/2017
Theodore Tetreault, ADA Coordinator, Bldg. Commissioner
Douglas Willardson, Town Administrator
Robert Miller, Selectman

MEMBERS:

Angela Fleming
Heather Richards
Michelle Boulay

ASSOCIATE MEMBER:

Mark Konicki

MEETINGS: Meetings are Open Meetings and are held monthly on the 3rd Monday of the month. Agendas and Minutes are posted with the Town Clerk and on-line on the Town of Webster's website for Public Notice.

ADA Web Link accessible on the Town's web site. This site is a work in progress which upon completion will allow for interaction with the viewer to submit questions comments.

ADA MISSION: It is the Mission of Webster's ADA (COD) Commission to empower persons with disabilities to take an active role in their lives.

ADA BELIEF: It is the Commission's Belief that the disabled are equal members of society with equal access.

ADA PURPOSE: It is the Purpose of the Commission to inform, educate and direct disabled as to agencies and resources thru which they can develop and maintain their independence.

Page 2.

ACTIVITIES AND EVENTS:

OCTOBER 17, 2016 Annual Town Meeting Article presented to accept the provision of M.G.L. C. 40, Sec.8J for the purpose of establishing on Disability Commission (COD), formerly the ADA Committee. Article amended to establish Commission as a nine member Commission. Article and Amendment voted on and approved.

JANUARY 30, 2017 Election of 1 year term Officers.

Bylaw Laws (as recommended by Mass Office on Disabilities MOD
amended and approved by the ADA COD membership vote.

MAY 8, 2017 Annual Town Meeting, Article presented for acceptance of M.G. L. C. 40 Sec. 22G to enable ADA-COD to apply for Grant funding as well as access to monies collected on ADA Parking fines. Article voted on and accepted by Town vote.

JUNE 2017 ADA Grant application submitted to MOD for 2017 Grant program.
Application and Award granted by MOD for a) beach mat, b) handicap accessible swing, c) water wheelchair.

SEPTEMBER 13, 2017 ADA "Public Info Session" presentation held at Golden Heights. Guest speaker Mr. Jeffrey Dougan, Assistant Executive Director of Mass. Office on Disabilities in Boston. Meet and Greet town's new Town Administrator, Doug Willardson.

OCTOBER 17, 2017 ADA "Info Session" at Webster's Senior Center. Topic "Seniors are covered under the ADA Act.

NOVEMBER 7, 2017 Return visit and follow up to the Webster Senior Center regarding coverage of Seniors under the ADA Act.

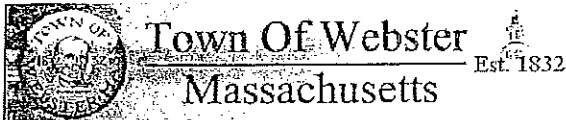
FUTURE ENDEAVORS;

- Continued "Public Info Sessions"
- Development of an ADA Pamphlet
- Grant applications as available

Respectfully Submitted



Anne Marie Peperato
Chair, ADA COD

Web Site[Board/Committee Vacancies](#)[Payment Center](#)[Events](#)[Visitor Info](#)[Home](#) | [Departments & Committees](#) | [Online Tools](#) | [Community Links](#) | [Forms/Docs](#) | [Agendas/Minutes](#) | [Public Records Access](#)[Home](#) | [Departments & Committees](#) | [Committees](#) | [ADA Commission](#)

Select Language ▼

ADA Commission



The Town of Webster ADA Commission is pleased to provide this "Public Notice" and "Grievance Procedures" under the Americans with Disabilities Act. If you require alternative formats for these documents please contact the ADA Coordinator and the proper accommodations will be made.

[ADA Commission Bylaws](#)[Reasonable Accommodation Policy](#)

It is the Mission of the Town of Webster's ADA (COD) Commission to Empower persons with disabilities to take an active role in their lives.

It is the Commission's Belief that the disabled are equal members of society with equal access.

It is the Purpose of the Commission to inform, educate and direct disabled as to agencies and resources thru which they can develop and maintain their independence.

ADA Members:

Robert Miller, Selectman
Ted Tetreault, ADA Coordinator
Anne Marie Peperato, Chair
Linda Cournoyer, Vice Chair
Lori Charlonne, Secretary
Steve Elzweiler, Treasurer

Members:

Angela Fleming
Heather Richards
Michelle Boulay

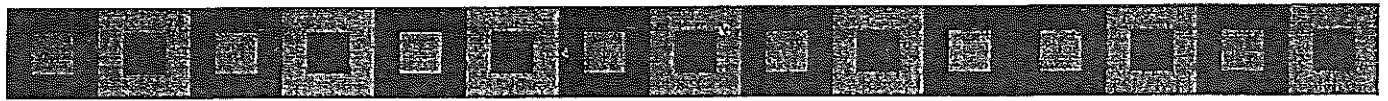
Associate:

Mark Konicki

All information on this website is offered for informational purposes only. While every attempt is made to ensure that the information provided is accurate, it is the individual's responsibility to confirm information, including meeting dates, times and locations, by contacting the appropriate department. Links are provided for informational purposes only and their inclusion does not necessarily constitute an endorsement by the Town of Webster. The Town of Webster not shall be held liable to any person or entity for any information contained on this website.

Copyright 2012 - 2016 Town of Webster, Massachusetts

[Submit Site Bug Here](#) | 350 Main Street, Webster, MA 01570 - 508-949-3800 | [Web Mail](#)



COME SEE WHAT WE ARE ALL ABOUT

Americans Disability Commission

Of Webster

Wednesday September 13th, 2017

@ 1:00pm

Golden Heights Community Center Building 19

Light Refreshments will be provided

Meet and Greet : Webster's Town Administrator

Mr. Douglas Willardson

Webster's ADA Commission Members

Speaker: Jeffrey Dougan, Assistant Director
for Community Services from the "Mass
Office on Disabilities" To speak on:

ADA definition

What is an ADA Commission

Who benefits by having a local ADA

Commission



TOWN OF WEBSTER

Safety Committee

Chairman
Kenneth Pizzetti

Vice Chairman
Paul Congdon

Members
Timothy Bent, Police Chief
Gordon Wentworth, Police Officer
Ted Avlas, School Business Agent
Brian Hickey, Fire Chief

Date: 12-4-17

To: Board of Selectmen
Town Administrator

From: Safety Committee

Subject: Recommendations/Updates

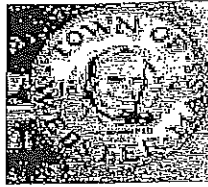
On December 4, 2017 the Safety Committee Board conducted its quarterly meeting in which these are an update for the Board of Selectmen on the following area's the committee's findings and/or recommendations.

Request/Recommendations:

A. Jeffco Fibres CO:

Requesting permission to place 2 signs one (JEFFCO FIBRES CO NO TRUCK ENTRANCE) with arrow pointing towards Main St. Second sign placed on Main St. & Mechanic St. (JEFFCO FIBRES CO TRUCK ENTRANCE/DELIVERIES) with arrow facing up Mechanic St.

If you have any questions or concerns, please contact the Safety Committee



Town Of Webster Massachusetts

Est. 1832

Office of the Board of Selectmen
Webster Town Hall
350 Main Street
Webster, MA 01570

Phone: (508) 949-3800 x1041
Fax: (508) 949-3888
selectmen@webster-ma.gov

Andrew M. Jolda, Chairman
Randall V. Becker, Vice Chairman
Mark G. Dowgiewicz, Secretary
Robert J. Miller
Donald D. Bourque

BOARD OF SELECTMEN REGULAR SESSION MEETING MINUTES PRE-TOWN MEETING

Monday, October 30, 2017, 6:30 PM
Bartlett High School, 2nd Floor Conference Room
52 Lake Parkway, Webster, MA 01570

MEETING OPENING: At 6:00 p.m., Chairman Jolda called the meeting to order. The following individuals were present: Chairman Andrew Jolda, Vice Chairman Randall Becker, Secretary Mark Dowgiewicz, Selectman Robert Miller, Selectman Donald Bourque, Town Administrator Doug Willardson, and Executive Secretary Jennifer Cederberg. All present stood and took the Pledge of Allegiance.

MEETING MINUTES:

Motion by Sel. Miller, seconded by Sel. Becker, to approve the meeting minutes from 10/16/17. The motion passed unanimously by Roll Call Vote.

Motion by Sel. Miller, seconded by Sel. Becker, to approve the meeting minutes from 10/24/17. The motion passed by Roll Call Vote with Sel. Dowgiewicz abstaining.

ONE-DAY ALCOHOL LICENSE APPLICATION FOR ALL SAINTS ACADEMY: The Board reviewed the application and noted that everything is complete and the Police Department is not requiring a detail.

Motion by Sel. Miller, seconded by Sel. Bourque, to approve the one-day alcohol license request from All Saints Academy. The motion passed by Roll Call Vote with Sel. Becker abstaining.

CHANGE OF MANAGER ON ALCOHOL LICENSE FOR THE WEBSTER-DUDLEY AMERICAN LEGION POST 184: The Board reviewed the application materials and noted everything is complete and the new Manager is the Commander of the Legion.

Motion by Sel. Miller, seconded by Sel. Becker, to approve the change in manager application for the alcohol license for the Webster-Dudley American Legion Post #184. The motion passed unanimously by Roll Call Vote.

APPROVAL OF ENERGY REDUCTION PLAN: Mr. Willardson reviewed the reason why the Energy Reduction Plan needs to be adopted. He stated that it is one of the required steps in having Webster designated as a Green Community. He noted that the agenda item was added on last minute as an unforeseen item as he was just told today that the Board needed to vote to accept this plan and the due date for submission of all materials is 5:00 pm tomorrow. Mr. Willardson stated that the first priority of the Town is to change over all of the street lights to LED bulbs and then move on to projects at the Town Hall. He also noted that this Energy Reduction Plan can change at any time. He asked that the Board vote to adopt the plan tonight and, if necessary, make any necessary changes at a future meeting.

Motion by Sel. Bourque, seconded by Sel. Becker, to adopt the Energy Reduction Plan for the Town of Webster. The motion passed unanimously by Roll Call Vote.

Mr. Willardson noted that the Finance Committee met earlier this evening and would likely be changing their recommendation to support Article 7 now that the funds were coming from Retained Earnings.

ADJOURN: At 6:40 p.m.,

Motion by Sel. Becker, seconded by Sel. Bourque, to adjourn. The motion passed unanimously.

Respectfully Submitted,



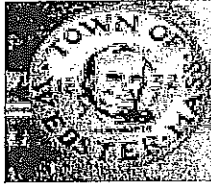
Jennifer Cederberg, Executive Secretary to the Board of Selectmen

**BOARD OF SELECTMEN REGULAR SESSION MEETING MINUTES
PRE-TOWN MEETING**

Monday, October 30, 2017, 6:30 PM
Bartlett High School, 2nd Floor Conference Room
52 Lake Parkway, Webster, MA 01570

DOCUMENTS AND EXHIBITS: MONDAY, OCTOBER 30, 2017, 6:30 PM

1. Board of Selectmen Revised Meeting Agenda – Pre-Town Meeting: 10/30/17, 6:30 PM
2. Board of Selectmen Regular Session Meeting Minutes: 10/16/17, 6:00 PM
3. Board of Selectmen Regular Session Meeting Minutes: 10/24/17, 6:00 PM
4. One-Day Alcohol License Application for All Saints Academy/Friends of All Saints Academy: 11/3/17
5. Application for Change of Manager on Alcohol License for the Webster-Dudley American Legion Post 184
6. Proposed Energy Reduction Plan for the Town of Webster: Green Community Designation
7. Special Town Meeting Warrant for 10/30/17
8. Board of Selectmen and Finance Committee Recommendations in Table Format



Town Of Webster Massachusetts

Est. 1832

Office of the Board of Selectmen
Webster Town Hall
350 Main Street
Webster, MA 01570

Phone: (508) 949-3800 x 1041
Fax: (508) 949-3888
selectmen@webster-ma.gov

Andrew M. Jolda, Chairman
Randall V. Becker, Vice Chairman
Mark G. Dowgiewicz, Secretary
Robert J. Miller
Donald D. Bourque

BOARD OF SELECTMEN REGULAR SESSION MEETING MINUTES

Monday, November 13, 2017, 6:00 PM

Webster Town Hall, Board of Selectmen's Meeting Room, 2nd Floor
350 Main Street, Webster, MA 01570

MEETING OPENING: At 6:07 p.m., Chairman Jolda called the meeting to order. The following individuals were present: Chairman Andrew Jolda, Vice Chairman Randall Becker, Selectman Donald Bourque, Town Administrator Doug Willardson, and Executive Secretary Jennifer Cederberg. Secretary Mark Dowgiewicz and Selectman Robert Miller were not present. All present stood and took the Pledge of Allegiance.

POLE HEARING: At 6:08 p.m.,

Motion by Sel, Bourque, seconded by Sel. Becker, to open the Pole Hearing. The motion passed unanimously by Roll Call Vote.

A representative from National Grid explained that a pole was proposed to be replaced on Mechanic Street.

Motion by Sel. Bourque, seconded by Sel. Becker, to approve the installation of a new pole on Mechanic Street. The motion passed unanimously by Roll Call Vote.

At 6:09 p.m.,

Motion by Sel., Becker, seconded by Sel. Bourque, to close the Pole Hearing. The motion passed unanimously by Roll Call Vote.

POLICE STATUS UPDATE PRESENTATION: Police Chief Timothy Bent reviewed the mission statement of the Police Department which has been in place since 2005. Mr. Willardson reviewed the results of the section of the citizen's survey which solicited answers regarding police services, crime, drugs, traffic, etc. Deputy Chief Mike Shaw addressed the current state of substance abuse and targeted intervention that the Police Department is working on in this area. Mr. Willardson reviewed the citizen's perception of public safety noting that residents seem fairly well satisfied with some lingering concern regarding

safety in town parks. He stated that most residents feel safe in their neighborhoods as well as in the commercial areas. He highlighted that the survey presented that the top three areas of concern to the public are crime, fire/ems, and substance abuse.

Deputy Shaw reviewed Department statistics over the last three fiscal years noting that though calls for service are slightly down this year, criminal complaints are up. He also noted that custody arrests, offense reports, accident citations and general citations are also on the rise. Chief Bent reviewed three Department budget line items including regular overtime budgeted, remaining FY18 to date and remaining FY17 to date. He noted that the costs are slightly elevated this year due to difficulty with staffing and other various unforeseen issues. Mr. Willardson stated that he does not foresee needing to go to Town Meeting to seek an increase in this budget. Chief Bent stated that training overtime is in the red as the Department has had to invest a great deal in firearms training. He further noted that Court Overtime is high but it is something that just can't be anticipated. Deputy Shaw spoke about the problem with drugs in Town and that they have seen a decrease in problems in this area which Sgt. Wheeler will be addressing. He noted positive action within the detective department coupled with new, young officers who have been eager to offer assistance in tackling this difficult issue have contributed to making this successful difference. Deputy Shaw stated there has been success in making arrests and taking drugs off of the streets in a relatively short period of time. He described the Opiate Taskforce and the relationship they have developed with the Sheriff's Department who has an assigned outreach worker who goes into the community to targeted individuals who are known to have drug problems and offers them avenues for getting help. Deputy Shaw stated that out of the individuals that have been reached through this program, 63% are currently in treatment which is highly successful. Deputy Shaw informed the Board that Narcan has been deployed dozens of times and saved many lives. He stated that EMS has been an excellent partner to collaborate with and to assist with training. He also noted that AIDS project Worcester will be coming out into the community in an effort to outreach to individuals that might not otherwise be reached to offer them resources and assistance.

Sgt. Toby Wheeler addressed the Board, informing them that there were three groups of police officers that went out during the month of June in great force in high visibility areas, doing traffic stops and other types of efforts. He stated that these are coordinated with other agencies including the Worcester Vice Squad. Sgt. Wheeler stated that 13 arrests were made during a large raid performed, and that the officers came in for compensatory time instead of overtime pay to make this happen.

Deputy Shaw spoke about the continuing problem of nuisance properties. He informed the Board that he meets with the Building Commissioner and BOH Agent every couple of weeks and as of late, tenants and landlords have been cooperative and helpful for the most part. He stated that hoarding issues are being addressed. He noted that in one case, where the PD was responding approximately 6 times per week to an elderly woman needing assistance, they were able to provide her with assistance to remain at home while receiving the services she needed and eliminating the excessive calls. Mr. Willardson noted that there is much coordination and collaboration between multiple departments to make progress like this happen: multiple approaches and expertise get together and present cases to be able to solve a variety of problems.

Deputy Shaw spoke concerning marine patrol. He stated that there are officers being trained at this time and efforts are being coordinated with the environmental police. He noted that the new town bylaw will make a positive difference.

Deputy Shaw then spoke about police patrol. He noted that there are four Patrolmen vacancies in the PD, there are two Patrolmen out of work that were injured on duty, and there is one patrolmen who is out on long-term sick leave. He also reminded the Board that two officers sadly passed away this year and thanked them for their support during that time. Deputy Shaw stated that one officer has started the academy but at this time, 20% of officers are unable to be out on the street. He stated that the Town does have a school resource officer and there are some known retirements coming in the future. He stated that the hiring process is lengthy, that there is a residence preference, and that recruits that go to the academy are gone for 26 weeks and then return for 12 weeks of field training which means they don't ultimately begin working for about 6 months. Deputy Shaw stated that Civil Service recruitment can take 8 months or more. He noted that some academies don't start right away and some are located far away.

Deputy Shaw presented the department's organizational chart, reviewed partnerships with the community – the two biggest being the youth basketball program and the junior police academy as well as National Night Out. He stated that the Department is working on obtaining a sharps container and that they already have a drug drop off container.

Deputy Shaw spoke about conducting investigations. He informed the Board that currently, the Department has 3 detectives with many patrol officers also doing detective work. He stated that with the new promotion of a Lieutenant and a Sargent, 3 recruits were sent to the academy this spring. He also noted that another detective was promoted. Deputy Shaw stated that he would like to hire five part-time officers and create a pool for full-time candidates as well as augment reserve officers.

Sel. Becker asked if there is anything particular that is causing the number of criminal complaints to go up. Deputy Shaw responded that the new group of young police officers are being very proactive with responding which is likely the result of this increase. Deputy Shaw further stated that the Town has seen some success in the reduction of opioid overdoses likely due to the fact that the department is doing a good job with outreach, the numbers are not on the rise, and the hope is that the number will continue to decline. Deputy Shaw and Chief Bent ended by thanking the Board and stating they have a great team to work with and have a lot of exciting things to look forward to in the future.

APPOINTMENT OF LEUTENANT TOBY WHEELER AND SERGEANT PATRICK PERRY TO THE WPD: The Board was introduced to the two promoted officers who were then sworn in by Town Clerk Robert Craver. The Board congratulated the two officers.

HOUSING AUTHORITY APPOINTMENT: The joint meeting with the Webster Housing Authority was called to order at 6:49 p.m. Mr. Michael Finnamore, an applicant for the vacancy on the Housing Authority, was not present to be interviewed. Mr. Peter Luchina introduced himself to the Boards and stated that he has previously served on the Charter Review Committee and various other committees in Town. He stated that he believes as voting citizen of town that he has a responsibility to participate. He stated that he has served as a civil service servant in other positions and when the position in the Housing Authority became vacant, he felt he would be a good fit.

Mr. Lucina was unanimously voted to be appointed to the Housing Authority by both the members of the Housing Authority and the Board of Selectmen. The motions passed unanimously by Roll Call Vote.

THAI LEMONGRASS STATUS OF MANAGER HEARING: At 6:55 p.m.,

Motion by Sel. Miller, seconded by Sel. Bourque, to open the public hearing. The motion passed unanimously by Roll Call Vote.

Mr. Peter Salcetti appeared to represent Ms. Susanna Stranahan, 50% owner of Thai Lemongrass MA LLC. Ning Hendricks, other 50% owner, was not present. Attorney Jeff Blake from KP Law was present for the hearing. There was discussion concerning the option for Thai Lemongrass since the Manager on record for the alcohol license is currently residing in Florida and not actively managing the license and does not wish to vote to relinquish the manager's name on the license to her business partner. There was discussion about the process for obtaining a BYOB license. Att. Blake stated that the Board could allow the current alcohol license to run out through the end of December and then just not renew it as opposed to revoking it. The co-owner's relative, through another LLC registered to the same address for food service, would then apply for a BYOB effective 1/1/18 and simultaneously apply for a wine and malt license under that same LLC after receiving the BYOB, realizing it may take some time for the license approval through the ABCC.

Motion by Sel. Bourque, seconded by Sel. Miller, to take no action at this time. The motion passed unanimously by Roll Call Vote.

Motion by Sel. Bourque, seconded by Sel. Miller, to close the hearing at 7:06 p.m. The motion passed unanimously by Roll Call Vote.

TAX CLASSIFICATION HEARING: At 7:15 p.m.,

Motion by Sel. Becker, seconded by Sel. Bourque, to open the tax classification hearing. The motion passed by Roll Call Vote.

Assessor Marc Becker read the hearing notice. He reviewed the purpose of a tax classification hearing and what a levy limit is. He also recapped a history of the town's annual tax rate and various scenarios that the Board of Selectmen could opt to vote on this evening.

A representative from the Greater Worcester Chamber of Commerce addressed the Board and noted that they have been progressive but he asked that they be mindful of movement toward a single rate. He noted that he agrees with Mr. Becker's suggestions which would be a good nod toward the business community. He encouraged the Board to continue the trend that they are on. Mr. Willardson reviewed the options for tax rates with the board and the dollar amounts associated with the varied choices and effects they would have on the median households vs. the average households. He noted that the difference between single and split tax rate is not huge. Mr. Willardson stated that everything we are doing now is one year behind and that he expects the rates to stay relatively stable over the next several years. Sel. Bourque asked for examples of communities have single tax rate. Mr. Becker stated that approximately 109 communities have a split tax rate and most are located down the Cape. He stated that a single tax rate with land and active marketing have greater economic growth.

Mr. Willardson stated that the Governor's office advised the Town that the best thing for economic development is for the Town to move to a single tax rate. Sel. Bourque stated that he thinks it is a good time to move forward with a single tax rate. Sel. Becker expressed concern with making the change in

one year instead of two and what particular class will be hit the hardest. He also noted concern about the values of the two and three family homes being hit harder due to their values rising the highest right now. It was noted that the values of these properties have risen but they have also been receiving higher income. Sel. Becker stated that his preference would be to make a commitment to go to a single tax rate in two years rather than do it in one fell swoop. Sel. Bourque stated that at some point, we have to do something to the business community that shows we want to bring in new business and we're making a conscious choice to make a single tax rate but not ignoring the residents of the Town. It was noted that a single tax rate has not been in Town since before 1984. Sel. Bourque questioned what could potentially come to Webster next year that we can encourage if we go to a single tax rate instead of moving to a surrounding community? He noted that Webster has a lot to offer and this is one of the last things we can say to the business community to draw them to our Town. Chm. Jolda stated that we have to keep in mind the other major projects that are going on in Town that are going to affect people's upcoming taxes.

Motion by Sel. Becker, seconded by Sel. Miller, to move to 15.39 with the intent to go to a single tax rate next year, a 1.055 shift. The motion passed unanimously by Roll Call Vote.

At 7:50 p.m., Motion by Sel. Miller, seconded by Sel. Bourque, to close hearing. The motion passed unanimously by Roll Call Vote.

Sel. Bourque requested that meeting minutes be deferred to the next meeting. Mr. Willardson also deferred the CORI and Social Media policies to the next meeting.

LITTLE RIVER RECYCLING: Mr. Willardson reviewed the Agreement to pay \$25,000/year to operate Transfer Station.

Motion by Sel. Miller, seconded by Sel. Bourque, to approve the agreement with Little River Recycling. The motion passed unanimously by Roll Call Vote.

WATER FILTRATION PLANT: Mr. Willardson stated that now that Town Meeting had approved the additional funding, the Town is able to move forward with signing the contract documents with the low bidder for \$8.9 million. He stated that once the contracts have been signed, the contractor has 550 days to build the plant. He stated that they will break ground when it thaws in the Spring.

APPOINTMENT TO THE HISTORIC COMMISSION:

Motion by Sel. Becker, seconded by Sel. Bourque, to appoint Ted Avlas to the Historical Commission. The motion passed unanimously by Roll Call Vote.

CHANGE IN MANAGER/ALCOHOL LICENSE FOR THE BOOSTER CLUB:

Motion by Sel. Miller, seconded by Sel. Bourque, to approve the Change in Manager application for the alcohol license for the Booster Club. The motion passed unanimously by Roll Call Vote.

KP LAW AGREEMENT: Mr. Willardson reviewed the purpose for approving the KP law agreement concerning their role with the Town of Oxford and stated that Webster is a mutual aid community so this agreement is being put in place to avoid appearance of conflict of interest.

Motion by Sel. Bourque, seconded by Sel. Becker, to approve the KP Law Agreement. The motion passed unanimously by Roll Call Vote.

BOS MEETING SCHEDULE: The Board reviewed the proposed schedule and agreed to the dates with the stipulation that they would add dates if necessary.

ADJOURN: At 8:23 p.m.,

Motion by Sel. Miller, seconded by Sel. Bourque, to adjourn. The motion passed unanimously.

Respectfully Submitted,

Jennifer Cederberg, Executive Secretary to the Board of Selectmen

BOARD OF SELECTMEN REGULAR SESSION MEETING MINUTES

Monday, November 13, 2017, 6:00 PM

Webster Town Hall, Board of Selectmen's Meeting Room, 2nd Floor
350 Main Street, Webster, MA 01570

DOCUMENTS AND EXHIBITS: MONDAY, NOVEMBER 13, 2017, 6:00 PM

1. Board of Selectmen Meeting Agenda: Monday, November 13, 2017
2. Public Hearing Notice for National Grid
3. National Grid Drawing of Stub Pole to be Added on Mechanic Street
4. Ad for Vacancy on Webster Housing Authority
5. Letter of Interest for Appointment to Housing Authority: Peter Luchina
6. Letter of Interest for Appointment to Housing Authority: Michael Finnamore
7. Public Hearing Notice for Thai Lemongrass MA, LLC
8. "How to Conduct a Public Hearing" from KP Law
9. Certified letter to Susanna Stranahan from Doug Willardson regarding Thai Lemongrass MA LLC
10. Certified letter to Ning Liao Hendricks from Doug Willardson regarding Thai Lemongrass MA LLC
11. ABCC Approval Cover Sheet for Thai Lemongrass MA LLC
12. Alcoholic Beverages Control Commission Form 43 for Thai Lemongrass MA LLC
13. Alcoholic Beverages Control Commission Manager Application for Thai Lemongrass MA LLC
14. Alcoholic Beverages Control Commission Personal Information Form for Thai Lemongrass MA LLC
15. Legal Notice for Tax Classification Hearing
16. Proposed Social Media Policy
17. Proposed CORI Policy
18. Agreement with Little River Recycling, Inc.
19. Letter of Interest for Appointment to the Historical Commission from Ted Avlas
20. Alcoholic Beverages Control Commission Change of Manager Application from the Booster Athletic Club
21. Vote of the Corporate Board from the Booster Athletic Club
22. Alcoholic Beverages Control Commission Applicant's Statement from the Booster Athletic Club
23. Proof of Citizenship for Change of Manager Application for the Booster Athletic Club
24. Letter from KP Law Regarding Multiple Representation Disclosure
25. Proposed List of Meeting Dates for Future Board of Selectmen Meetings
26. Town Administrator's Report
27. Town of Webster BYOB Policy
28. Webster Housing Authority Meeting Agenda: Monday, November 13, 2017
29. Webster Police Department PowerPoint Presentation

Announcing the Webster PowerUp program

Controlling costs and providing choice with municipal electricity aggregation

WEBSTER, MA. The Town of Webster has begun the planning process of implementing the Webster PowerUp program, a municipal electricity aggregation. By bulk purchasing electricity for the entire community within the program, Webster will seek a lower rate than National Grid's Basic Service electricity supply rate and the price stability that comes with a fixed contract.

The program will launch once the Town's aggregation plan is approved by the Massachusetts Department of Public Utilities. All Webster residents and businesses that currently receive National Grid Basic Service will be automatically enrolled in Webster PowerUp. Electricity customers who have already established a contract with their own electricity supplier will not be automatically enrolled.

Program participants will continue to receive and pay one bill from National Grid, and National Grid will continue to be responsible for delivering electricity to Webster and for addressing power outages. Anyone who participates in budget billing or is eligible for discounts from National Grid will continue to receive those same benefits as a participant in Webster PowerUp, and anyone with solar panels on their property will continue to receive net metering credits as a participant in this program.

Participation in the program is not required. Residents and businesses that do not wish to participate in Webster PowerUp will have the freedom to opt out of the program before it begins and remain with National Grid. Residents and businesses on National Grid Basic Service will receive a letter in the mail 30 days before program launch notifying them of their right to opt out of the program and explaining how to do so. After program launch, residents and businesses can continue to opt out at any time with no penalty.

Webster has engaged the external consulting team of Peregrine Energy Group and Bay State Consultants to help draft the aggregation plan, move the plan through the state regulatory approval process, educate Webster residents and businesses about the program, and provide customer support once the program launches. The planning and regulatory approval process is expected to require several months.

The draft Webster PowerUp program plan is available for public review from December 11, 2017 until 5:00 PM on January 8, 2018. Those interested in reviewing it can access it online at www.masspowerchoice.com/webster. The plan will also be discussed at the Board of Selectmen meeting scheduled for December 11, 2016, at 6:00 PM and available in hard copy for review at that time.

Residents and business owners are encouraged to review the plan and submit written comments by email to Jennifer Cederberg at jcederberg@webster-ma.gov or by mail to:

Jennifer Cederberg
Re: Webster PowerUp program plan
Webster Town Hall
350 Main Street
Webster, MA 01570

Comments sent by mail must be received (not postmarked) by the end of the comment period in order to be addressed.

Webster will also hold informational presentations before program launch. Dates and times will be published publicly.

For additional information and answers to frequently asked questions, please visit www.masspowerchoice.com/webster.

###

Town of Webster

Municipal Aggregation Plan

Draft November 13, 2017

The Town of Webster (the "Town") has developed the Webster PowerUp program to bring the benefits of low-cost power, renewable energy, and electricity choice to its residents and businesses. The program is a part of the Town's efforts to promote economic growth and environmental sustainability.

I. Key Features

The key features of the Town's municipal aggregation program will include:

Price: The Town will secure its power supply by requesting competitive bids from the largest and most experienced power suppliers in the region. This competition will result in the best possible price.

Consumer protection: The Town's program will include strong consumer protections, including the ability for any customer to leave the standard product at any time with no penalty or fee. There will be no hidden charges of any kind.

Product options: The Town will offer at least two options, a standard product and a greener product, giving customers a choice of environmental characteristics, terms of service, and price.

II. Procedural Requirements

The Municipal Aggregation Statute, G.L. c. 164, § 134, sets out the legal requirements for a municipal aggregation plan. Those requirements include procedural requirements, specified plan elements, and substantive requirements. The procedural requirements are discussed below, and the other requirements in the sections that follow.

1. Local Approval

The Municipal Aggregation Statute provides that a town may initiate the process to aggregate electrical load upon authorization by a majority vote of town meeting. The Town obtained such authorization by vote at its Annual Town Meeting held on October 16, 2017. A copy of the Town Meeting vote is attached as Exhibit A.

2. Consultation with the Department of Energy Resources

The aggregation statute also requires the Town to consult with the Department of Energy Resources (DOER) in developing its aggregation plan. The Town submitted a draft of its Aggregation Plan to DOER and Town officials met with DOER to discuss that draft on _____.

3. Citizen Review

The Town has made the Aggregation Plan available for review by its citizens at a public meeting of the Board of Selectmen on _____. The draft Aggregation Plan was posted on the Town website with a comment period for the Town's electricity consumers to submit feedback.

III. Elements of the Plan

The Municipal Aggregation Statute requires that the Aggregation Plan contain the following elements:

- Organizational structure
- Operations
- Funding
- Details on rate setting and other costs to participants
- The method of entering and terminating agreements with other entities
- The rights and responsibilities of program participants
- The procedure for termination of the program

Each of those elements is discussed in turn below.

1. Organizational Structure

The organizational structure of the aggregation program will be as follows:

Board of Selectmen and Town Administrator: The aggregation will be overseen by the Board of Selectmen and the Town Administrator. The Board of Selectmen will review the plan and set the policy direction. The Town Administrator will approve the plan, manage the consulting team, and sign the electric supply agreement.

Consultants: The Town's aggregation consulting team (hereinafter jointly referred to as "Consultant") will manage the aggregation under the Town Administrator's direction. Their responsibilities will include managing the supply procurement, developing and implementing the public education plan, interacting with the local distribution company, and monitoring the supply contract. The Town has selected the team of Peregrine Energy Group and Bay State Consultants to provide these services for an initial term.

Competitive Supplier: The competitive supplier will provide power for the aggregation, provide customer support including staffing a toll-free number for customer questions, and fulfill other responsibilities as detailed in the Competitive Electric Service Agreement.

2. Operations

Following approval of the Plan by the Department of Public Utilities (DPU), the key operational steps will be:

- a. Issue a Request for Proposals (RFP) and select winning competitive supplier
 - b. Implement the public information program, including notice of the 30-day opt-out period
 - c. Enroll customers and provide service, including required information disclosures
- a. Issue a Request for Proposals and select winning competitive supplier

After the DPU approves the Aggregation Plan, the next step is to procure the electricity supply.

The Town will solicit bids from leading competitive suppliers, including those currently supplying aggregations in Massachusetts and other states. The RFP will require that the supplier satisfy key threshold criteria, including:

- Licensed by the DPU

- Strong financial background
- Experience serving the Massachusetts competitive market or municipal aggregations in other states
- Demonstrated ability, supported by references, to provide strong customer service

In addition, suppliers will be required to agree to the terms and conditions of a Competitive Electric Service Agreement (ESA), substantially in the form of the Town's model Competitive Electric Service Agreement. The agreement requires the supplier to:

- Provide all-requirements service
- Allow customers to exit the standard product at any time with no penalty or fee
- Agree to specified customer service standards
- Comply with all requirements of the DPU and the local distribution company

The Town will solicit price bids from suppliers that meet the threshold criteria and agree to the terms and conditions prescribed in the ESA. If none of the bids are satisfactory, the Town will reject all bids and repeat the solicitation as often as needed until market conditions yield a price that is acceptable to the Town.

The Town will solicit bids both for power supply that meets the Massachusetts Renewable Portfolio Standard (RPS) requirements and for a greener supply containing additional renewable energy over and above the RPS requirements. The renewable energy in the power supply will be documented using Renewable Energy Certificates (RECs). The Town will seek bids that include RECs from a variety of renewable sources, and will choose the proposal that offers the best combination of environmental benefit and price.

The Town will ask bidders to identify the technology, vintage, and location of the renewable generators that are the sources of the RECs. The Town will require that the RECs either be created and recorded in the New England Power Pool Generation Information System or be certified by a third party such as Green-e.

b. Implement public information program, including notice of the pre-launch opt-out period

Once a winning supplier is selected, the Town will implement a public education program.

The delivery of a public education plan and associated materials are pivotal to ensuring clarity, participation, and enthusiasm for the aggregation. The Town will use a variety of communication vehicles to communicate the plan's objectives, the primary terms and conditions of the contract, and the right to opt out of the program.

The public education plan will include both broad-based efforts and a 30-day opt-out notice to be mailed to every eligible customer on basic service.

i. Broad-based education efforts

The broad-based efforts will take advantage of traditional media, the Web, and social media to ensure as many people as possible learn about the aggregation. Planned elements include:

- An announcement introducing the program and the competitive supplier, which will be sent to media contacts at local newspapers and other outlets identified as valuable by the Town.

- Dedicated informational Web pages that explain the Aggregation Plan, community benefits, the opt-out process, the environmental content of the power supply, and other helpful information. This site will be available during the initial educational outreach and also on an ongoing basis so that customers can find information about the program for its duration.
- A toll-free customer information and support hotline.
- Interviews with the local cable access channel.
- Announcements on the Town's Twitter account.
- Informational documents that mirror the aggregation web site content and can be used as handouts during the community presentation. These materials will also be made available through the website as downloadable files and in the Town Hall and other public buildings.
- A community-wide presentation, open to all community members.
- A presentation targeted specifically for seniors.

A detailed timeline for these efforts will be developed as the launch gets closer.

The Town will ensure that non-native English speakers have access to program information by distributing program information to ESOL teaching organizations that serve Webster and will seek to connect with community leaders for Webster's major linguistic groups as necessary to identify additional effective outreach mechanisms.

ii. Notice of the 30-day, pre-launch opt-out period

In addition to the broad-based education initiatives, a 30-day opt-out notice will be mailed to every eligible customer on basic service. The notice will be an official Town communication, and it will be sent in an envelope clearly marked as containing time-sensitive information related to the program. The notice will: (1) introduce and describe the program; (2) inform customers of their right to opt-out and that they will be automatically enrolled if they do not exercise that right; (3) explain how to opt out; and (4) prominently state all program charges and compare the price and primary terms of the Town's competitive supply to the price and terms of utility basic service. The opt-out notice is attached to this Plan as Exhibit B. The opt-out envelope is attached as Exhibit C.

The direct mailing will include an opt-out reply card. Customers will have 30 days from the date of the mailing to return the reply card if they wish to opt out of the program by this method. The notice will be designed by the Town and printed and mailed by the competitive supplier, who will process the opt-out replies. The opt-out reply card is attached to this Plan as Exhibit D. A postage-paid return envelope will be included for use with the reply card.

c. Enroll customers and provide service, including information disclosure

After the completion of the 30-day opt-out period, the competitive supplier will enroll into the program all basic service customers that did not opt out. All enrollments and other transactions between the competitive supplier and the local distribution company, National Grid, will be conducted in compliance with the relevant provisions of DPU regulations, National Grid's *Terms and Conditions for Municipal Aggregators* (as amended or superseded from time to time), and the protocols of the Massachusetts Electronic Business Transactions Working Group.

Once customers are enrolled, the electricity supplier will provide all-requirements power supply service. The supplier will also provide ongoing customer service, maintain a program web site, and process new customer enrollments, ongoing opt-outs, opt-back-ins, and customer selections of optional products.

Prior to the expiration of the initial power supply agreement, the Town intends to enter a new supply agreement.

As part of its ongoing service, the Town will provide the disclosure information required by G.L. c. 164, § 1(F)(6) and 220 C.M.R. § 11.06. Like the other Massachusetts aggregations, the Town requests a waiver from the requirement that the disclosure label be mailed to every customer and seeks permission instead to provide the information through alternative means, including press releases, announcements on cable television, postings at Town Hall, and postings on the program website. As the DPU has found with other aggregations, this alternate information disclosure strategy will allow the Town to provide the required information to its customers as effectively as through mailings.

d. Annual report to DOER

On an annual basis, the Town will report to DOER on the status of the program, including number of customers enrolled and opting-out, kilowatt-hour sales, customer savings, and participation in green products (all as provided to the Town by the supplier), as well as such other information as DOER may request.

3. Funding

All of the costs of the program will be funded through the supply contract.

The primary cost will be the competitive supplier's charges for the power supply. These charges will include the costs of RECs and will be established through the competitive solicitation for a supplier.

The administrative costs of the program will be funded through a per kilowatt-hour charge that will be included in the supply price and paid by the competitive supplier to the Consultant, as specified in the Competitive Electric Service Agreement. This charge will cover the services of the Consultant, including developing the Aggregation Plan, managing the DPU approval process, managing the supply procurement, developing and implementing the public education plan, providing customer support, interacting with the local distribution company, monitoring the supply contract, and providing ongoing reports. This charge has been set at \$0.001 per kilowatt-hour.

4. Rate Setting and Other Costs to Participants

As described above, the program's electricity supply charges will be set through a competitive bidding process and will include the administrative adder. Prices, terms, and conditions will vary by product and may differ among customer classes. For each customer class, prices will be fixed for periods at least as long as the basic service price period for the class.¹ When prices change, the Town will notify consumers by issuing a media release and posting a notice on the Town web site.

If there is a change in law that results in a direct, material increase in costs during the term of the ESA (see Article 18 of the ESA), the Town and the competitive supplier will negotiate a potential change in the program price. At least 30 days prior to the implementation of any such change, the Town will notify consumers of the change in price by issuing a media release and posting a notice in town hall and on the program website.

¹ Basic service pricing periods vary by customer class. For residential and small business customers, the prices change every six months. For medium and large business customers, prices change monthly.

The program affects only customers' electricity supply charges. Delivery charges will be unchanged and will continue to be charged by the local distribution company in accordance with tariffs approved by the DPU.

Participants will receive one bill from their local distribution company that includes both the electricity supply charge and their local distribution company's delivery charges.

5. Method of Entering and Terminating Agreements with Other Entities

The Town's process for entering, modifying, enforcing, and terminating all agreements associated with the Aggregation Plan will comply with the Town's charter, federal and state law and regulations, and the provisions of the relevant agreement.

When the Town has decided that it is timely to solicit bids for a new electric service agreement, the procurement steps will be as follows:

- The Town's consultants will prepare and issue an RFQ on behalf of the Town
- The Town will receive and evaluate qualifications
- The Town's consultants will issue an RFP for prices
- The Town will receive and evaluate bids and, if acceptable, execute a contract with the winning bidder. The Town Administrator will be responsible for executing the supply contract.

If the prices bid on any given bid date are not satisfactory, the Town will wait to see if market conditions improve and then repeat the process.

6. Rights and Responsibilities of Program Participants

All participants will have the right to opt out of the standard product at any time without charge. They may exercise that right by any of the following: 1) calling the competitive supplier's toll-free number; 2) contacting National Grid and asking to be returned to basic service; or 3) enrolling with another competitive supplier.

All participants will have the consumer protection provisions of Massachusetts law and regulations, including the right to question billing and service quality practices. Customers will be able to ask questions of and register complaints with the Town, Consultant, the competitive supplier, National Grid, and the DPU. As appropriate, the Town and Consultant will direct customer complaints to the competitive supplier, National Grid, or the DPU.

Participants will be responsible for paying their bills and for providing access to metering and other equipment necessary to carry out utility operations.

7. Extension or Termination of Program

Prior to the end of the term of the initial Competitive Electric Service Agreement, The Town will solicit bids for a new supply agreement and plans to continue the program with the same or a new competitive supplier.

Although the Town is not contemplating a termination date, the program could be terminated upon the termination or expiration of the Competitive Electric Service Agreement without any extension, renewal, or negotiation of a subsequent supply contract, or upon the decision of the Board of Selectmen to dissolve the program effective on the end date of any outstanding supply agreement. In the event of

termination, customers would be returned to the local distribution company's basic service via Electronic Data Interchange (EDI) by the competitive supplier in accordance with the rules set forth in the Electronic Business Transactions (EBT) Working Group Report unless the customers choose an alternative competitive supplier.

The Town will notify the local distribution company of the planned termination or extension of the program. In particular, the Town will provide notice: (1) 90 days prior to a planned termination of the program; (2) 90 days prior to the end of the anticipated term of the program's ESA; and (3) four business-days after the successful negotiation of a new electricity service agreement.

The Town will notify consumers of program termination by issuing a media release and posting a notice on the Town web site. In addition, consumers will receive notice of a supplier change on their bill from the local distribution company.

IV. Substantive Requirements

The Municipal Aggregation Statute also requires that the aggregation plan satisfy three substantive requirements:

- Universal access
- Reliability
- Equitable treatment of all customer classes

The Town's program will satisfy all three requirements, as discussed below.

1. Universal Access

The Aggregation Plan provides for universal access by guaranteeing that all customer classes will be included in the program under equitable terms.

Most importantly, all customers will have access to the program. All eligible basic service customers will be automatically enrolled in the program unless they choose to opt out.

As new customers move into the Town, they will have an opportunity to join the program. New customers will initially be placed on basic service. They will then receive an opt-out notice and will be enrolled in the aggregation unless they choose to opt out within the 30-day opt-out period. New customers will be offered the same price as the existing customers, with the exception of new Very Large Commercial and Industrial Customers ("VLC&I Customers"). New VLC&I Customers are defined as any customer that is on the utility's largest rate class and has historical or projected consumption in excess of 1,000,000 kWh per year. These customers, if any, will be offered a price that reflects market prices at the time of enrollment.

All customers will have the right to opt out of the program at any time. Customers that opt out will have the right to return to the program at a price that reflects market prices at the time of their return.

2. Reliability

Reliability has both physical and financial components. The program will address both through the ESA with the competitive supplier. From a physical perspective, the ESA commits the competitive supplier to provide all-requirements power supply and to use proper standards of management and operations (ESA, Article 2.) The local distribution company will remain responsible for delivery service, including the physical delivery of power to the consumer, maintenance of the delivery system, and restoration of

power in the event of an outage. From a financial perspective, the ESA requires the supplier to pay actual damages for any failure to provide supply at the contracted rate (i.e., to pay the difference between the contract rate and the utility supply rate). The ESA also requires the competitive supplier to maintain insurance (ESA, Article 16). Accordingly, the program satisfies the reliability requirement of the statute.

3. Equitable Treatment of all Customer Classes

The Aggregation Statute requires “equitable” treatment of all customer classes. The DPU has determined that this does not mean that all customers must be treated “equally,” but rather that similarly-situated classes be treated “equitably.” In particular, the DPU has allowed variations in pricing and terms and conditions between customer classes to account for the disparate characteristics of those classes.

The program makes four distinctions between groupings of customers. First, the program will distinguish among customer classes (residential, small business, large business) by soliciting separate pricing for each of those classes. The program will use the same customer classes that the local distribution companies use for their basic service pricing.

Second, the program will distinguish between customers receiving the standard product and customers that affirmatively choose an optional product, such as a green product. Customers selecting the optional product will be charged the price and terms of service associated with that product.

Third, as described above under “Universal Access,” among New Customers, the program may distinguish between a) New VLC&I Customers, and b) all other New Customers. The program will offer New Customers other than New VLC&I Customers the standard contract pricing. However, the program will offer new VLC&I Customers pricing based on market prices at the time the customer seeks to join the aggregation.

Finally, consistent with DPU rulings, among customers that are served by a competitive supplier at the time of program launch and later seek to join the aggregation, the program will distinguish between a) residential and small commercial and industrial (C&I) customers, and b) medium, large, and very large C&I customers. Residential and small C&I customers will be offered standard contract pricing. Medium, large, and very large C&I customers will be offered market based rates which will reflect market conditions at the time the customer seeks to join the aggregation.

V. PLANNED SCHEDULE

Milestone	Day Estimate
RFQ for competitive supplier issued	Day 1
RFP for final supply prices issued	Day 35
Electricity Supply Agreement executed	Day 49
Broad-based educational campaign begins, including the announcement of supply contract and pricing and the launch of program web site.	Day 50
Opt-out notice mailed to customers	Day 56
Opt-out deadline	Day 86
Service begins as of each customer's next meter read date	Day 90

The planned schedule is presented for illustrative purposes. The final schedule will be established when the Town receives regulatory approval.²

VI. CONCLUSION

The Webster PowerUp program meets all of the requirements of the municipal aggregation statute, including providing universal access and a reliable power supply and treating all customer classes equitably. The Town looks forward to the approval of this plan by the DPU so that the Town can launch the program and bring the benefits of rate stability, renewable energy, and increased electricity choice to its residents and businesses.

² The planned schedule is designed to give the competitive supplier sufficient time to satisfy EDI testing requirements. However, the schedule will be adjusted if additional time is needed to meet those requirements.

EXHIBIT A

Town Meeting Resolution Authorizing Aggregation



Robert T. Craver
Town Clerk
Town of Webster
350 Main Street
WEBSTER, MA 01570
Phone: (508) 949-3800 ext. 4003
bcraver@webster-ma.gov

This is to certify that the following article was acted on at the Annual Town Meeting held on October 16, 2017. The meeting started at 7:02 p.m. and there was a quorum present.

Worcester, ss

To either of the Constables in the County aforesaid:

In the name of the Commonwealth of Massachusetts you are hereby required and directed to notify and warn the inhabitants of the Town of Webster aforesaid who are qualified to vote in elections and Town affairs to meet in the Bartlett High School Auditorium, 52 Lake Parkway, in said Webster on **Monday, October 16, 2017 at 7:00 PM** then and there to act on the following Articles to wit:

ARTICLE 14: To see if the Town will vote to initiate the process to aggregate electrical load for its residents and businesses pursuant to Massachusetts General Laws Chapter 164, § 134, and grant the Board of Selectmen authority to research, develop and participate in a contract, or contracts, to aggregate the electricity load of the residents and businesses in the Town and for other related services, independently, or in joint action with other municipalities or regional governmental entities, retaining the right of individual residents and businesses to opt-out of the aggregation plan; or take any other action relative thereto.
Sponsored by the Town Administrator - Selectmen recommend approval

Decision: A motion was made to approve the article as read. The motion received **160 YES VOTES** and **33 NO VOTES** and the article was approved as read.

A motion was made to adjourn the meeting at 10:09 p.m. The motion received **61 YES VOTES** and **45 NO VOTES** and the meeting was adjourn.

A TRUE COPY ATTEST:

Robert T. Craver

TOWN CLERK

EXHIBIT B - Opt-Out Notice



TOWN ELECTRICITY PROGRAM NOTIFICATION LETTER

<MONTH> <DAY>, 2017

Dear Webster Electricity Service Customer,

Currently, you are a National Grid Basic Service customer. This means National Grid is your electricity supplier (they buy electricity for you). However, in <MONTH> 20XX, Webster will launch a new Town electricity aggregation program, **Webster PowerUp**. With this program, National Grid will continue delivering your electricity, but the Town will select its own electricity supplier. Webster has signed a XX-month contract with <SUPPLIER NAME> to supply electricity to the Town.

➤ If you received this letter, you will be **AUTOMATICALLY** enrolled in Webster PowerUp. You do not have to participate. You must make or postmark your opt-out request by <MONTH> <DAY>, 20XX, to avoid automatic enrollment.

If you choose to participate, you may also opt out anytime after being enrolled.

- If you participate: National Grid will continue to deliver your electricity, fix power outages, and bill you, but <SUPPLIER NAME> will be your electricity supplier. You will see <SUPPLIER NAME> and the program price on the supply portion of your National Grid electric bill. National Grid's delivery charges will be unaffected.
- If you do not participate: National Grid will continue to be your electricity supplier, and the supply portion of your electric bill will remain on the National Grid Basic Service rate.

Program Benefits

Savings - The program price will be lower than the National Grid Basic Service price until the end of the current National Grid rate term, which is <MONTH> <DAY>, 20XX. National Grid Basic Service prices change every six months for residential and small commercial customers and every three months for medium and large commercial customers. As a result, the program price may not remain below the National Grid Basic Service price, and savings cannot be guaranteed.

Choice - You have two new choices: 1) PowerUp Standard, which meets state renewable energy requirements but does not include additional renewable energy, and 2) PowerUp Green, which provides 100% green energy. You will be automatically enrolled in PowerUp Standard, but you may choose PowerUp Green. *(Details on back.)*

Predictability - Your electricity supply price will not change before your <MONTH> <YEAR> meter read. There are no hidden costs.

Your Relationship with National Grid

Your primary relationship for electricity will remain with National Grid.

- Your bill will continue to come from National Grid
- You will continue to send bill payments to National Grid
- You will continue to call National Grid if your power goes out

If you are on a budget plan or are eligible for a low-income rate or fuel assistance, you will continue to receive those benefits.

Webster PowerUp

Your New Electricity Supply Price

X.XXX ¢/kWh

This price will begin with your <MONTH> 20XX meter read. It will first appear on your <MONTH> 20XX National Grid electric bill. It will end with your <MONTH> 20XX meter read. Compare to National Grid rates on the back. ➤

Customer Support

1-8XX-XXX-XXXX

Or email:

webster@masspowerchoice.com

Don't Want to Participate?

You don't have to. There is no penalty or fee to opt out of the program, and you may opt out at any time.

To opt out before the program begins, do one of the following no later than <MONTH> <DATE>, 20XX:

- Sign & mail the enclosed reply card (must be postmarked no later than <MONTH> <DATE>, 20XX), call <SUPPLIER NAME> at 1-800-XXX-XXXX, or opt out online at www.masspowerchoice.com/webster.

To opt out in the future, do one of the following at any time:

- Call <SUPPLIER NAME> at 1-800-XXX-XXXX or opt out online at www.masspowerchoice.com/webster.

Program Options & Pricing

1. If you do nothing, you will be automatically enrolled in POWERUP STANDARD:

XX.XXX* ¢/kWh for residential,
commercial, and industrial accounts

Renewable energy content Meets Massachusetts minimum renewable energy requirements.
Rate term <MONTH> 20XX meter read - <MONTH> 20XX meter read.
Exit terms Leave any time.*No exit charge.

2. If you want 100% green energy, you may choose POWERUP GREEN:

XX.XXX* ¢/kWh for residential,
commercial, and industrial accounts

*** To choose POWERUP GREEN, call <SUPPLIER NAME> at 1-8XX-XXX-XXXX ***

Renewable energy content 100% green energy, including 20% from renewable energy projects in New England,
in addition to minimum required by the state.
Rate term <MONTH> 20XX meter read - <MONTH> 20XX meter read.
Exit terms Leave any time. No exit charge.

3. If you choose to opt out, you will remain on NATIONAL GRID'S BASIC SERVICE:

XX.XXX ¢/kWh residential
XX.XXX ¢/kWh commercial
XX.XXX ¢/kWh industrial

Renewable energy content Meets Massachusetts minimum renewable energy requirements.
Rate term <MONTH> <DAY>, 20XX - <MONTH> <DAY>, 20XX for residential and commercial accounts. <MONTH>
<DAY>, 20XX - <MONTH> <DAY>, 20XX for industrial accounts. National Grid's fixed Basic Service rates change
every 6 months for residential and commercial accounts and every 3 months for industrial business accounts.
Exit terms Leave any time. No exit charge.

* The PowerUp Standard price and the PowerUp Green price both include a \$0.001/kWh administrative fee.

Frequently Asked Questions

Are savings guaranteed? No. The program price is guaranteed to be below National Grid only until the end of the current National Grid rate term. The National Grid rate will next change on <MONTH> <DAY>, 20XX, for residential and commercial accounts and on <MONTH> <DAY>, 20XX, for industrial accounts.

I have signed my own contract with an electricity supplier. Will I be automatically enrolled? If you have already established a contract with a different electricity supplier, you should not be automatically enrolled. However, if you received this letter and you have an existing electricity supply contract, you should opt out of the program if you wish to remain in that existing contract.

I have solar panels on my property. If I join, will I continue to receive net metering credits? Yes. Net metering will work the same way if you participate in the program. Your net metering credits from your solar panels will continue to appear on your National Grid bill and will continue to be calculated based on National Grid's Basic Service price, not on the program price.

If you have any additional questions, please do not hesitate to contact customer support at webster@masspowerchoice.com or 1-8XX-XXX-XXXX. Our Town consultants will be happy to help you.

Doug Willardson
Town Administrator

EXHIBIT C

Opt-Out Envelope



Town of Webster
C/O [SUPPLIER NAME]
[SUPPLIER STREET]
[CITY], [STATE] [ZIP]

PRESORTED
STANDARD
US POSTAGE PAID
CITY, XX
PERMIT, NO XXXX

Time-sensitive notice sent on behalf of the Town
regarding your electricity rates.

EXHIBIT D

Opt-Out Reply Card



**WEBSTER POWERUP
OPT-OUT REPLY CARD**

EXHIBIT D - Opt-Out Reply Card

OPT-OUT INSTRUCTIONS

You do not need to take any action to participate in Webster PowerUp.

If you do not wish to participate:

1. Sign and date this card.
2. Place the card in the enclosed envelope and drop the envelope in the mail.

This card must be signed by the Customer of Record whose name appears in the address on this card. The envelope must be postmarked no later than <MONTH> <DAY>, 20XX, to opt out of the program before being enrolled.

X. _____
Signature Date

COVER LETTER

DATE: DECEMBER 07, 2017
TO: DOUG WILLARDSON
FROM: TOWN OF WEBSTER, BUILDING DEPARTMENT
SUBJECT: PROCESSING FEE

This memo is to request the Selectmen to accept our demand to charge an additional \$25.00 for any building, electrical, gas, plumbing, or mechanical permit that is applied by paper. If a paper application is filled out, this charge will cover the processing fee for someone in the Building Department to physically enter the application for the applicant into ViewPoint.

2018 LICENSE RENEWALS

Annual All Alcohol - Restaurant	
Eastern Pearl, LLC, DBA Eastern Pearl	290 Main Street
Eighty Ates Group, Inc.	172 Gore Road
Empire Wok, Inc.	11 Worcester Road
Green Pepper, Inc., DBA Mexicali Fresh Mex Grill	41 Worcester Road
Indian Ranch Recreation, Inc.	200 Gore Road
Kinsley Hospitality, Inc., DBA Mohegan Bowl	51 Thompson Road
Kretschmann Brewing Company, LLC	9 Fredrick Street
Lake Pizza, Inc.	39 Thompson Road
Liberty Restaurant of Webster, Inc.	103 No. Main Street
Manlo, Inc., DBA Mario's Showplace, II	147 Thompson Road
Moussa Family Restaurant DBA The Lodge	146 Gore Road
Nimz 17, Inc., DBA Bubba's Café	593 So. Main Street
Peach Tree Breakfast and Lunch, LLC, DBA Northeast Pizza	29 Main Street
Point Breeze Pavilion, Inc.	114 Point Breeze Road
Swingin' Chicken Saloon, LLC	138 Lake Street
The Joslin House, Inc.	59 E. Main Street
Wind Tiki, Inc.	154 Thompson Road
Annual Wine & Malt - Restaurant	
Bridan Enterprises, LLC, DBA Cappillini's	141 Worcester Road
Artson Inc., DBA Golden Greek Restaurant	156 Lake Street
Lobster Nook, LLC	32 Main Street
Norbah, Inc., DBA My Brother's Place	144 Gore Road
Annual All Alcohol - Club	
200 Sportsmen's Club, Inc.	184 Sutton Road
Booster Athletic Club of Webster, Inc.	215 No. Main Street
Polish American Citizens Club, Inc., of Webster MA	37 Harris Street
Polish American Vets	30 Ray Street
The Kosciuszko Society, Inc., DBA Bush Hall	9 Dresser Street
TSKK	21 Harris Street
Webster Fish and Game	91 Gore Road
Webster-Dudley Post American Legion # 18, Inc.	9 Houghton Street
Annual All Alcohol - Package Store	
Chandu, Inc., DBA Country Farms	119 E. Main Street
Dallas Hill Corporation DBA Webster Wine & Liquors	57-59 Main Street
Heap's, Inc., DBA Hank's Package Store	94 E. Main Street
Jarosz Pkg Store, Inc., DBA Nipmuc Liquors	35 Thompson Road
Annual Wine & Malt - Package Store	
G & R Corp. DBA Jimmy's Convenience Store	415-431 So. Main Street
Mac's Auto Repair & Convenience Store	77 E. Main Street
MJF Enterprises, Inc., DBA Webster Gulf	137 E. Main Street
Price Chopper Operating Co. of Mass, Inc.	2 Worcester Road
Siozopoulos Vasilios DBA Mini Mart	56 Main Street
Amusement	
200 Sportsmen's Club, Inc.	184 Sutton Road

2018 LICENSE RENEWALS

Booster Athletic Club of Webster, Inc.	215 No. Main Street
Bridan Enterprises, LLC, DBA Cappillini's	141 Worcester Road
Eighty Ates Group, Inc.	172 Gore Road
Indian Ranch Recreation, Inc.	200 Gore Road
Kinsley Hospitality, Inc., DBA Mohegan Bowl	51 Thompson Road
Kretschmann Brewing Company, LLC	9 Fredrick Street
Liberty Restaurant of Webster, Inc.	103 No. Main Street
Lobster Nook, LLC	32 Main Street
Manlo, Inc., DBA Mario's Showplace, II	147 Thompson Road
Moussa Family Restaurant DBA The Lodge	146 Gore Road
Norbah, Inc., DBA My Brother's Place	144 Gore Road
Point Breeze Pavilion, Inc.	114 Point Breeze Road
Polish American Citizens Club, Inc., of Webster MA	37 Harris Street
Polish American Vets	30 Ray Street
Swingin' Chicken Saloon, LLC	138 Lake Street
The Kosciuszko Society, Inc., DBA Bush Hall	9 Dresser Street
TSKK	21 Harris Street
Webster Fish and Game	91 Gore Road
Webster-Dudley Post American Legion # 18, Inc.	9 Houghton Street
Sunday Entertainment	
200 Sportsmen's Club, Inc.	184 Sutton Road
Eighty Ates Group, Inc.	172 Gore Road
Indian Ranch Recreation, Inc.	200 Gore Road
Manlo, Inc., DBA Mario's Showplace, II	147 Thompson Road
Moussa Family Restaurant DBA The Lodge	146 Gore Road
Common Victualler	
Apollo Pizza	170 Gore Road
200 Sportsmen's Club, Inc.	184 Sutton Road
7-11	95 Main Street
Artson Inc., DBA Golden Greek Restaurant	156 Lake Street
Booklover's	55 E. Main Street
Booster Athletic Club of Webster, Inc.	215 No. Main Street
Bridan Enterprises, LLC, DBA Cappillini's	141 Worcester Road
Burger King	120 E. Main Street
Cakettes	294 Thompson Road
Coney Express	119 Main Street
D'Angelo's	120 E. Main Street
Deb's Place	4 E. Main Street
Delray Doc's	31 Thompson Road
Domino's	55A Lake Street
Drake Petroleum Co., Inc., DBA Xtra Mart	72 E. Main Street
Dunkin Donuts - 128 Main Street	128 Main Street
Dunkin Donuts - 137 E. Main Street (Gulf)	137 E. Main Street
Dunkin Donuts - 144 Thompson Road	144 Thompson Road
Dunkin Donuts - 83 E. Main Street	83 E. Main Street
Dunkin Dounuts - 170 Thompson Road	170 Thompson Road
East Main Café	129 E. Main Street
Eastern Pearl, LLC, DBA Eastern Pearl	290 Main Street
Eighty Ates Group, Inc.	172 Gore Road

2018 LICENSE RENEWALS

Empire Wok, Inc.	11 Worcester Road
Friendly's	133 E. Main Street
Gilbert Market	95 N. Main Street
Green Pepper, Inc., DBA Mexicali Fresh Mex Grill	41 Worcester Road
Harrington Healthcare System, Inc.	340 Thompson Road
Himalaya Wok	68 E. Main Street
Honey Dew Donuts	113 E. Main Street
Honey Farms	188 Gore Road
House of Deals	661 South Main Street
Indian Ranch Recreation, Inc.	200 Gore Road
Kinsley Hospitality, Inc., DBA Mohegan Bowl	51 Thompson Road
Lake Pizza, Inc.	39 Thompson Road
Liberty Restaurant of Webster, Inc.	103 No. Main Street
Lobster Nook, LLC	32 Main Street
Mac's Auto Repair & Convenience Store	77 E. Main Street
Main Street Chinese	44 E. Main Street
Manlo, Inc., DBA Mario's Showplace, II	147 Thompson Road
McDonalds	248 Main Street
MidTown Deli	248 Main Street
Moussa Family Restaurant DBA The Lodge	146 Gore Road
Nimz 17, Inc., DBA Bubba's Café	593 So. Main Street
Norbah, Inc., DBA My Brother's Place	144 Gore Road
Panera Bread	2 Worcester Road
Papa Gino's	120 E. Main Street
Peach Tree Breakfast and Lunch, LLC, DBA Northeast Pizza	29 Main Street
Point Breeze Pavilion, Inc.	114 Point Breeze Road
Polish American Citizens Club, Inc., of Webster MA	37 Harris Street
Polish American Vets	30 Ray Street
Price Chopper Operating Co. of Mass, Inc.	2 Worcester Road
Rainbow Pizza	81-85 Main Street
Subway - Gore Road	188 Gore Road
Subway - Main Street	268-270 Main Street
Swingin' Chicken Saloon, LLC	138 Lake Street
Taco Bell	71 E. Main Street
Thai Lemongrass MA, LLC	129 E. Main Street
The Joslin House, Inc.	59 E. Main Street
The Kosciuszko Society, Inc., DBA Bush Hall	9 Dresser Street
TSKK	21 Harris Street
Waterfront Mary's	103 Birch Island Road
Webster Finecamp	92 Douglas Road
Webster Fish and Game	91 Gore Road
Webster House of Pizza	11 E. Main Street
Webster-Dudley Post American Legion # 18, Inc.	9 Houghton Street
Wendy's	123 E. Main Street
Wind Tiki, Inc.	154 Thompson Road
Class I - New Automobile Dealer's License	
Place Motors	19 Thompson Road
Barry Equipment Co., Inc.	30 Birch Island Road
Long Subaru	7 Sutton Road

2018 LICENSE RENEWALS

Class II - Used Automobile Dealer's License	
Anything Automotive	8 E. Main Street
Almac Motors, Ron McCann	173 Thompson Road
Brook Street Auto Body, J. Piskala	42 Brook Street
Car & Truck Wholes, Francis E. Mello & Francis Mello Jr.	181 Thompson Road
Car and Truck Sales and Services	181 Thompson Road
Classic Motor Car Co., C. Pastoreck	14 Railroad Avenue
Frank's Auto Body, F. Czechowski	33 School Street
G & R Corporation DBA Jimmy's Auto Sales	415-431 So. Main Street
Gama Gas, M. Fares	65 E. Main Street
Harbro Sales & Service, P. Hare	103 Worcester Road
Hill Street Auto Sales, W. Mroczka	31 Hill Street
Hisham Zaky DBA M & M Auto Sales	49 Hartley Street
Jeff's Auto Sales	7 Lincoln Street
JK Auto Sales & Service, LLC.	63 E. Main Street
Limited Industries, Inc., DBA DRH Sales	4 Town Forest Road
R.J. Auto Sales	256 Thompson Road
Re-Volv, Nicholas Gregory Berstein	53 Cudworth Road
Route 193 Auto Sales, Inc., Lee Automotive	27 Worcester Road
Service Auto Sales, D. Roy	469 R. So. Main Street
Siby's Auto Sales & Services	7 Railroad Avenue
The Pawnbroker, C. Longvall	155 Thompson Road
Tri-Luk, LLC	8A Wakefield Street
Twisted Piston	137 Gore Road
Webster Getty, Precision Tune Auto Care	88 E. Main Street
Class III - Automobile Junk License	
LKQ Route16 Auto Salvage	4 Old Douglas Road
Almac Motors, R. McCann	173 Thompson Road
NE Parts & Services	7 Sutton Road
Sale of Gold	
Custom Jewelers, Varo Azizin	129 E. Main Street
Pawnbrokers License	
The Pawnbroker, C. Longvall	155 Thompson Road

Yellow = Outstanding fees owed to the Town

Blue = Pocket license: Needs to show proof of building actively for sale before picking up license

